

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

DIANA MEY, individually)
and on behalf of a class of all persons)
and entities similarly situated,)

Plaintiff,)

v.)

Civil Action No.: 5:17-cv-179

DIRECTV, LLC; ADAM COX;)
AC1 COMMUNICATIONS;)
IQ MARKETING 2, CORP., d/b/a)
PACIFICOM; and MICHAEL)
ASGHARI,)

Defendants.)

**DECLARATION OF PAULA PHILLIPS IN SUPPORT OF
DEFENDANT DIRECTV, LLC'S MOTION TO COMPEL ARBITRATION**

I, Paula Phillips, declare as follows:

1. The facts contained in this declaration are based on my personal knowledge, including my review of corporate records, and I can testify competently to them if called upon to do so.

2. I am employed by AT&T Services, Inc. as a Litigation Manager. In that capacity, I am familiar with the service agreements under which AT&T Mobility LLC ("AT&T") provides wireless service to its subscribers and the records which document AT&T's customer accounts. I am also familiar with the manner in which in the regular and ordinary course of business those agreements and records pertaining to customers' accounts are stored and may be retrieved. I am also familiar with AT&T's corporate structure and its legal relationships with its affiliates and subsidiaries, including DIRECTV, LLC.

Mark and Diana Mey's Account Records

3. I can provide details of the account history for Mark and Diana Mey based on my review of the records that appear, based on the customers' name, residence, and phone purchase, to be records of their account.

4. According to AT&T's records, on January 11, 2006, Mark Mey activated two lines of wireless service with AT&T. Attached as Exhibit 1 is a true and correct copy of excerpts from AT&T's account notes for Mey's account showing the activation of those lines. Some irrelevant or personal information has been redacted from the documents in order to protect AT&T's proprietary information or the Meys' privacy.

5. According to AT&T's records, on August 12, 2008, Mark Mey informed customer service that his wife Diana Mey should be listed on the account as an authorized user, and on January 8, 2009, Diana Mey presented AT&T with a power of attorney stating that she is authorized to make any changes necessary in the name of Mark Mey. Attached as Exhibit 2 is a true and correct copy of excerpts from AT&T's account notes reflecting these interactions. Some irrelevant or personal information has been redacted from the documents in order to protect AT&T's proprietary information or the Meys' privacy.

6. According to AT&T's records, on March 16, 2012, Mark Mey or an authorized user on the account opened a new line of service with the number 304-242-7346 at an AT&T retail store. Attached as Exhibit 3 is a true and correct copy of excerpts from AT&T's account notes for Mey's account showing the activation of that line. Some irrelevant or personal information has been redacted from the documents in order to protect AT&T's proprietary information or the Meys' privacy.

7. Attached as Exhibit 4 is a true and correct copy of the Customer Service

Summary in AT&T's records for the 2012 transaction referenced in paragraph 6 above. Some irrelevant or personal information has been redacted from the documents in order to protect AT&T's proprietary information or the Meys' privacy.

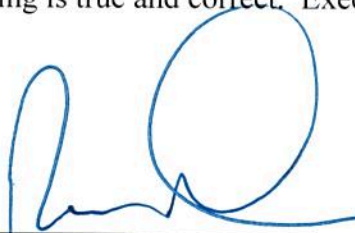
8. Attached as Exhibit 5 is a true and correct copy of AT&T's record of the signature that was captured from the customer during the 2012 transaction referenced in paragraph 6 above.

9. Attached as Exhibit 6 is a true and correct copy of the form AT&T Mobility Wireless Customer Agreement FMSTCT02120200E, which was in effect on March 16, 2012.

AT&T's Corporate Structure

10. DIRECTV, LLC is wholly owned by DIRECTV Holdings LLC.
11. DIRECTV Holdings LLC is wholly owned by the DIRECTV Group, Inc.
12. The DIRECTV Group, Inc. is jointly owned by Greenlady Corp. and DIRECTV Group Holdings, LLC. Greenlady Corp. is wholly owned by DIRECTV Group Holdings, LLC.
13. DIRECTV Group Holdings, LLC is wholly owned by AT&T Inc.
14. AT&T Mobility LLC is owned by three entities: SBC Long Distance, LLC, SBC Tower Holdings LLC, and BellSouth Mobile Data, Inc.
15. SBC Long Distance, LLC, SBC Tower Holdings LLC, and BellSouth Mobile Data, Inc., are all subsidiaries of AT&T Inc.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of February, 2018.



Paula Phillips

EXHIBIT 1

Creation Date	TYPE	Category	Subscriber	Created By
		SUB		
System Text		UserText		
01/11/2006 12:29:18	Restore SUB	CTN	7421	30158 - IVR - API ID
System Text		UserText		
Subscriber Restored effective 01/11/2006. Reason: Contract Acceptance.				
01/11/2006 12:29:17	Contract Accepted	SUB	7421	30158 - IVR - API ID
System Text		UserText		
Commitment Term: 24, Terms and Conditions status was changed from Physical Signature to IVR Accepted				
01/11/2006 12:29:17	CONTRACT ACCEPTED	SUB	7421	30158 - IVR - API ID
System Text		UserText		
CA1R IVR RESTORE CODE - CONTRACT ACCEPTED		IVR - CONTRACT ACCEPTED . THE WORKING USER ID IS :IVR		
01/11/2006 12:28:51	Service Sum Email	CSM	7421	30191 - CINGULAR SE
System Text		UserText		
CINGULAR SERVICE SUMMARY E-MAILED VIA CSS REQUEST SITE		SUMMARY EMAILED TO ACCOUNT_EMAIL_ADDRESS JANUARY 11, 2006 1:28:46 PM EST . THE WORKING USER ID IS :EDPAPP		
01/11/2006 12:28:43	Service Sum Generate	CSM	7421	30191 - CINGULAR SE
System Text		UserText		
CINGULAR SERVICE SUMMARY GENERATED		PROFILE GENERATED JANUARY 11, 2006 12:28:35 PM EST . THE WORKING USER ID IS :EDPAPP		
System Text		UserText		
System Text		UserText		
01/11/2006 12:28:13	Activation	SUB	7437	30229 - OPUS - API ID
System Text		UserText		
Subscriber Activated effective: 01/11/2006. Reason: CTN ACTIVATION. CAS#: . Deposit: \$0.00, PP: , LDC: 5475 Subscriber: 7437 GROUP: .				

EXHIBIT 2

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

01/08/2009 13:02:57	General Note	COR	[REDACTED]	30229 - OPUS - API ID
System Text		UserText		
DIANA MEY PRESENTED POWER OF ATTORNEY STATING THAT SHE IS AUTHORIZED TO MAKE ANY CHANGES NECESSARY IN THE NAME OF MARK MEY. . THE WORKING USER ID IS :ZACHARY ALEXANDER				

EXHIBIT 3

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

03/16/2012 10:15:00	Restore SUB	CTN	304-242-7346	30229 - OPUS - API ID
System Text		UserText		
Subscriber Restored effective 03/16/2012. Reason: CONTRACT ACCEPTED.				

03/16/2012 10:14:59	Contract Accepted	SUB	304-242-7346	30229 - OPUS - API ID
System Text		UserText		
Commitment Term: 24, Terms and Conditions status was changed from Pending to Signature Capture				

The screenshot shows a web browser window with a form. The form has a label 'UserText' and a text input field. The input field contains the text 'UserText'. The browser's address bar shows the URL 'http://localhost:8080/'.

EXHIBIT 4



Customer Service Summary

MARK MEY

My Service

Wireless Number: 304-242-7346

Rate Plan: \$9.99 FAMTALK NATION 1400 ROLL UNL M2M UNL N&W

Rate Plan Charge:* \$9.99

Term of Service: 24 months

Anytime/Daytime Minutes: 1400

Night/Weekend Minutes: Unlimited

Mobile to Mobile Minutes: Unlimited in US

Activation Fee: Waived

*Additional charges apply. See page 2 for details.

My Business Profile

Foundation Account Number (FAN) [REDACTED]

FAN Name QUALITY DISTRIBUTION

Business Discounts 18%

Business Messages

Discount amount appears in the "Credits, Adjustments & Other Charges" section of your bill.

Eligibility for the business discount depends on FAN enrollment validation, and other factors, such as number of eligible lines and rate plans on your account.

You understand that you may lose these business discounts without notice if employment/affiliation is no longer valid.

Business discounts only apply to the Monthly Recurring charge of your Rate Plan (excluding Unlimited and Unity plans), and do not apply to secondary lines, overages, or other feature charges, unless otherwise stated in your agreement. The discount may take 1-2 billing cycles to appear on your bill, and is not reflected on page 2.

My Plan Details

A-LIST Included

- Make UNLIMITED calls to ten (10) numbers of your choice without using your minutes
- Manage your a-list call list from your online account at att.com/Mywireless

OTHER FEATURES Included

- To review additional features on your plan please visit att.com/wireless for details

Using My Phone

Phone Model: Pantech P2030

To learn more about using your phone, go to: att.com/DeviceSupport.

Using My Voicemail

Set Up Mailbox/Check Messages

PRESS and HOLD **1** to dial your voicemail and follow the prompts.

Check Messages From Another Phone

1. Dial your 10-digit wireless phone number.
2. When the greeting begins, PRESS *****
3. Enter your password and follow the prompts.

Forgot Your Password?

Dial 611 and follow the prompts to reset.

To learn more about voicemail features and security, go to: att.com/WirelessVoicemail.

*Services

Check usage or balance via a FREE text message.

DIAL: ***MIN#** Send (*646#)

DIAL: ***BAL#** Send (*225#)

Check data usage via a FREE text message.

DIAL: ***DATA#** Send (*3282#)

Check phone upgrade discount availability.

DIAL: ***NEW#** Send (*639#)

FREE instant access to our automated bill pay system.

DIAL: ***PAY** Send (*729)

See att.com/StarServices for limits regarding *MIN#/*DATA#.

TXT-2-PAY: A monthly text message reminder of your bill — and you can pay just by replying.

Contact Us

Web: att.com/wireless

Wireless Phone: 611

Business Customer Care: 1-800-331-0500

Store Phone: 304-242-5689

Store Manager: FRANK FREDERICK

Generated on: 03/16/2012

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Understanding My First Bill

Your first bill may be higher than expected! The bill may include:

- Activation fee.
- One month's service billed in advance.
- Prorated charges and fees for the month when you signed up.

The sample bill is not part of your contract.

Start Of Billing Cycle: 12th of the month

Wireless Summary For: 304-242-7346
MARK MEY

Monthly Service Charges	First Month's Bill	Ongoing Monthly Bill
Rate Plan		
\$9.99 FAMTALK NATION 1400 ROLL UNL M2M UNL N&W (Prorated)	8.66	
\$9.99 FAMTALK NATION 1400 ROLL UNL M2M UNL N&W		9.99
Business Discount	18%	18%
Other Services		
Total Monthly Service Charge	\$8.66	\$9.99
Usage, Additional Minutes, Roaming, Directory Assistance (411) and Long Distance Charges	BASED ON ACTUAL USAGE	
Credits, Adjustments & Other Charges*		
Activation Fee	Waived	
Regulatory Cost Recovery Charge	1.09	1.09
Federal Universal Service Fund	.46	.53
State Universal Service Fund		
Other AT&T Surcharges	.31	.31
Total Credits, Adjustments & Other Charges	\$1.86	\$1.93
Government Fees & Taxes		
State and Local Tax	.17	.20
911 Fee	3.00	3.00
Total Government Fees & Taxes**	\$3.17	\$3.20
Total Charges: (ESTIMATED)	\$13.69	\$15.12

*In addition to the monthly cost of rate plan & selected features, AT&T imposes the following charges: 1) Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying w/ obligations & charges imposed by state/fed telecom regulations, 2) gross receipts surcharge, 3) state/fed universal service charges, & 4) other gov't assessments on it, incl w/o limitation a Property Tax Allotment surcharge applied per Corporate Responsibility User's assigned number. These fees aren't taxes or gov't-req'd charges. **Above estimates based on highest tax/fee/surcharge rates assessed in your state; actual charges may vary. For actual state percentages, see att.com/AdditionalCharges. To prevent unauthorized charges, notify AT&T immediately if your phone is lost/stolen. Your rate plan brochure/contract controls if inconsistent w/this document.

Standard Charges

Additional Minutes: 40c/min.

411: \$1.99/call + Airtime

Text/IM: 20c/message*

Picture/Video: 30c/message*

Data: \$2/MB

*Charged for messages sent and received.

International Roaming

International voice and data rates apply for messages sent and calls made to international numbers, as well as usage outside the U.S. For rates/details, see: att.com/global.

Our Policies

30-Day Equipment Return Policy

- AT&T Stores: returns/exchanges must be like new, with all original packaging, accessories, manuals and proof of purchase. All devices are subject to a \$35 restocking fee except where prohibited. See att.com/returns for details.
- All Tablets have a 14-day equipment return period, except as otherwise may be specified for Corporate Responsibility Users. See our complete policy at: att.com/returns.
- Authorized Retailer and other Locations: See the specific location's return policy.

30-Day Service Cancellation Policy

- Payment required for services used.
- Activation fee refunded if canceled within 3 days of activation.
- Equipment fee may apply for tablets w/2-yr service agreement; See att.com/returns for details.

Manufacturer's Warranty

Manufacturers offer a one-year warranty on NEW equipment and a 90-day warranty on refurbished equipment. For repairs or replacement of your wireless phone with original proof of purchase, call 1-800-801-1101 or visit att.com/warranty.

Wireless Service Agreement

Wireless Number: 304-242-7346

Account Number: [REDACTED]

Your agreement with AT&T consists of:

1. The Wireless Customer Agreement #FMSTCT02120200E **and its arbitration clause**, and
2. The rates and other details about the rate plan in the Customer Service Summary or at att.com/wireless.

Early Termination Fee (ETF)

If I terminate this Agreement before expiration of my Service Commitment, I will pay AT&T an Early Termination Fee of \$150 minus \$4 for each full month of my Service Commitment that I complete for each wireless telephone number associated with the service.

Guaranty

If I sign on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

Service/Coverage Limitations

Service is not available at all times in all places. Gaps in coverage exist within the service areas shown on maps.

Information About AT&T Broadband Internet Access

For more information about AT&T's broadband Internet access services please visit att.com/broadbandinfo.

iPhone and Certain Other Devices

Eligible voice and data plans are required for iPhone and certain other devices. I agree that AT&T may add required plans to my account and bill me the appropriate monthly fee if I use an iPhone or other device that has plan requirements. Data plans do not cover international data charges.

Optional Roadside Assistance is Available from AT&T

Enroll for \$2.99/month and get the first 30 days free. After the free period the charge is \$2.99/month per line. You may cancel at any time by contacting AT&T.

30-Day Cancellation Policy

I may terminate this Agreement within 30 days after activating service without paying an Early Termination Fee ("ETF"). I will pay all fees and charges incurred through the termination date, incl. appl. Equip. Fee, but AT&T will refund any activation fee if I terminate within 3 days of activation. Also, I may have to return handsets, Equip., and accessories purchased with this Agreement and pay applicable restocking fees. If I terminate after the 30th day but before the Agreement's Service Commitment has expired; I will pay AT&T an ETF for each wireless telephone number or Equip. ID number associated with the service.

Mobile Content

I understand that wireless devices can be used to purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, and news alerts from AT&T or other companies. I understand that I am responsible for all authorized charges associated with such purchases from any device assigned to my account, that these charges will appear on my bill (including charges on behalf of other companies), and that such purchases can be restricted by using parental controls available from an AT&T salesperson, at att.com/wireless, or by calling AT&T.

Optional AT&T Mobile Insurance is Available

If eligible, you have 30 days from the date of activation or upgrade to enroll. Insurance is administered by Asurion Protection Services, and underwritten by Continental Casualty Company, a CNA company. See brochure for complete terms and conditions. Key terms:

- Premium: \$6.99/month per mobile number enrolled.
- Non-refundable Deductible: Tier 1: \$50, Tier 2: \$125, or Tier 3: \$199 deductible per approved claim, depending on device.
- Limits: 2 claims per consecutive 12 months (Maximum device value of \$1500 per approved claim).
- Replacement devices may be new or remanufactured. Colors, features and accessory compatibility are not guaranteed.
- You can cancel your coverage at any time and receive a pro-rated refund of your unearned premium.

I have reviewed and agree to the rates, terms, and conditions for the wireless products and services described in the Wireless Customer Agreement (including limitation of liability and arbitration provisions) and the Customer Service Summary. If buying an iPhone, I agree that use of the iPhone acts as an acceptance of the Apple and third party terms and conditions included with the iPhone.

My Service Details

Agreement Start Date: 03/16/12

Deposit Amount: \$0

Dealer/Sales Code: [REDACTED]

IMEI: [REDACTED]

SIM: [REDACTED]

Signing My Agreement

You will sign this agreement electronically.

1. If you do not sign using a signature capture device, dial *862 from your phone or 1-866-895-1092.
2. Listen and follow the prompts.
3. Upon completion, your phone will be activated.

If electronic signature is not available, please sign below:

Signature_____

EXHIBIT 5

3042427346

03/16/2012

I have reviewed and agree to the rates, terms, and conditions for the wireless products and services described in the Wireless Customer Agreement (including limitation of liability and arbitration provisions) and the Customer Service Summary, both of which were made available to me prior to my signing. If buying an iPhone, I agree that use of the iPhone acts as an acceptance of the Apple and third party terms and conditions included with the iPhone.

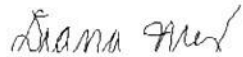
A handwritten signature in black ink, appearing to read "Diana Paul". The signature is written in a cursive, flowing style.

EXHIBIT 6

wireless customer agreement



enterprise customers:
additional service and
equipment-related terms



WIRELESS CUSTOMER AGREEMENT

TABLE OF CONTENTS

1.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT

- 1.1 What Is The Term Of My Service?
- 1.2 What Happens If My Service Is Cancelled Or Terminated Before The End Of My Agreement? Is There A Cancellation/Early Termination Fee?
- 1.3 Can AT&T Change My Terms And Rates?
- 1.4 What Charges Am I Responsible For? How Much Time Do I Have To Dispute My Bill?
- 1.5 How Does AT&T Calculate My Bill?
- 1.6 Are Advance Payments And/Or Deposits Required?
- 1.7 What if I fail to pay my AT&T Bill when it is due?
- 1.8 What Happens If My Check Bounces?
- 1.9 Are There Business or Government Benefits?
- 1.10 Who Can Access My Account and for What Purpose?

2.0 HOW DO I RESOLVE DISPUTES WITH AT&T?

- 2.1 Dispute Resolution By Binding Arbitration
- 2.2 Arbitration Agreement

3.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

- 3.1 My Device
- 3.2 Where and How Does AT&T Service Work?
- 3.3 What Information, Content, And Applications Are Provided By Third Parties?
- 3.4 How Can I Get Mobile Content?
- 3.5 Am I Responsible If Someone Makes A Purchase With My Device?
- 3.6 Can I Use Location-Based Services With My Device?
- 3.7 What If My Device Is Lost Or Stolen?

4.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

- 4.1 What Are The Limitations On Service And Liability?
- 4.2 How Can I Use My AT&T Service?
- 4.3 Who Is Responsible For Security?
- 4.4 How Can I Use the Software?
- 4.5 How Can I Use Another Carrier's Network (Off-Net Usage)?
 - 4.5.1 Voice
 - 4.5.2 Data
 - 4.5.3 Messaging
 - 4.5.4 Notice
- 4.6 How Do I Get Service Outside AT&T's Wireless Network (Roaming)?
 - 4.6.1 International Services
 - 4.6.1.1 International Roaming
 - 4.6.1.2 International Data
 - 4.6.1.3 Data Global Add-Ons and Global Messaging Plans
 - 4.6.1.4 Data Connect Global/North America Plans
 - 4.6.1.5 International Long Distance
 - 4.6.1.6 International Long Distance Text, Picture & Video Messaging
 - 4.6.1.7 Cruise Ship Roaming
 - 4.6.1.8 International Miscellaneous

5.0 WHAT VOICE SERVICES DOES AT&T OFFER?

- 5.1 What Are The General Terms That Apply To All AT&T Voice Rate Plans?
- 5.2 Voicemail
- 5.3 Voicemail-To-Text (VMTT)
- 5.4 Unlimited Voice Services
- 5.5 Caller ID
- 5.6 Rollover® Minutes
- 5.7 Mobile To Mobile Minutes
- 5.8 FamilyTalk® Plan

- 5.9 A-List®
- 5.10 AT&T Viva MexicoSM ("Mexico Plan") and AT&T Nation®/FamilyTalk® With Canada ("Canada Plan")
- 5.11 AT&T UnitySM and AT&T UnitySM-FamilyTalk® Plan Requirements
 - 5.11.1 Eligibility Requirements
 - 5.11.2 AT&T UnitySM Minutes
- 5.12 VoiceDial Services
- 5.13 AT&T Messaging Unlimited with Mobile to Any Mobile Calling Feature
- 5.14 Wireless Home Phone Service

6.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?

- 6.1 What Are The General Terms That Apply To All Data And Messaging Plans?
- 6.2 What Are The Intended Purposes Of The Wireless Data Service?
- 6.3 What Are The Voice And Data Plan Requirements?
- 6.4 How Does AT&T Calculate My Data Usage/Billing?
- 6.5 Text, Instant Messaging And Picture/Video Messaging
- 6.6 AT&T My Media CLUB
- 6.7 Mobile Email
- 6.8 Mobile Video
- 6.9 AT&T Wi-Fi Services
- 6.10 DataConnect Plans
 - 6.10.1 What Are the General Terms that Apply to All DataConnect Plans?
 - 6.10.2 Data Global Add-On/DataConnect Global Plans/DataConnect North America Plans
 - 6.10.3 Pooled DataConnect Plans
- 6.11 AT&T DataPlusSM/AT&T DataProSM Plans
 - 6.11.1 AT&T Data Plans With Tethering
 - 6.11.2 BlackBerry® Personal
 - 6.11.3 BlackBerry® Connect; BlackBerry® Enterprise; BlackBerry® International
- 6.12 GOOD Plan
- 6.13 Microsoft® Direct Push

7.0 ARE THERE OTHER TERMS AND CONDITIONS THAT APPLY TO FEATURES AND APPLICATIONS?

8.0 WHAT IS AT&T ROADSIDE ASSISTANCE & OPTIONAL AT&T MOBILE INSURANCE?

- 8.1 AT&T Roadside Assistance
- 8.2 Optional AT&T Mobile Insurance

9.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?

- 9.1 Intellectual Property
- 9.2 Severability
- 9.3 Assignment; Governing Law; English Language
 - 9.3.1 Assignment
 - 9.3.2 Governing Law
 - 9.3.3 English Language
- 9.4 Lifeline Services
- 9.5 Trial Services

10.0 WHAT TERMS APPLY ONLY TO SPECIFIC STATES?

- 10.1 California: What If There Are Unauthorized Charges Billed To My Device?
- 10.2 Connecticut: Questions About Your Service
- 10.3 Puerto Rico

1.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT

1.1	What Is The Term Of My Service?	1
1.2	What Happens If My Service Is Cancelled Or Terminated Before The End Of My Agreement? Is There A Cancellation/Early Termination Fee?	1
1.3	Can AT&T Change My Terms And Rates?	2
1.4	What Charges Am I Responsible For? How Much Time Do I Have To Dispute My Bill?	2
1.5	How Does AT&T Calculate My Bill?	3
1.6	Are Advance Payments And/Or Deposits Required?	4
1.7	What if I fail to pay my AT&T Bill when it is due?	4
1.8	What Happens If My Check Bounces?	5
1.9	Are There Business or Government Benefits?	5
1.10	Who Can Access My Account and for What Purpose?	5

WIRELESS CUSTOMER AGREEMENT ("Agreement")

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION (SEE SECTION 3.6). THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

This Agreement, including the AT&T Privacy Policy Located at att.com/privacy, terms of service for wireless products, features, applications, and services ("Services") not otherwise described herein that are posted on applicable AT&T websites or devices, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement.

1.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT

1.1 What Is The Term Of My Service?

Your Agreement begins on the day we activate your Services and continues through the Term of Service specified on your Customer Service Summary ("Service Commitment"). AT THE END OF YOUR SERVICE COMMITMENT, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS.

1.2 What Happens If My Service Is Cancelled Or Terminated Before The End Of My Agreement? Is There A Cancellation/Early Termination Fee?

If you terminate your Agreement within three (3) days of accepting the Agreement, you will be entitled to a refund of your activation fee, if any, but you must return the Equipment purchased in connection with your Agreement.

You may terminate this Agreement, for any reason and without incurring the Early Termination Fee, within thirty (30) days of accepting your Agreement, PROVIDED, you will remain responsible for any Services fees and charges incurred. If you purchase Equipment directly from AT&T in connection with your Agreement, but you terminate within 30 days and fail to return the Equipment to AT&T, you will be subject to an Equipment Fee in the maximum amount of the difference between the no-commitment price of the Equipment and the amount you actually paid for the Equipment. AT&T may charge you a restocking fee for any returned Equipment. Some dealers impose additional fees.

You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your Services for nonpayment or other default before the end of your Service Commitment, or if you terminate your Services for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below, you agree to pay us with respect to each device identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). If your Service Commitment includes the purchase of certain specified Equipment on or after June 1, 2010, the Early Termination Fee will be \$325 minus \$10 for each full month of your Service Commitment that you complete. (For a complete list of the specified Equipment, check att.com/equipmentETF). Otherwise your Early Termination Fee will be \$150 minus \$4 for each full month of your Service Commitment that you complete. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based.

Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at

any time without notice if we cease to provide Services in your area. We may interrupt or terminate your Services without notice:

- 1) for any conduct that we believe violates this Agreement,
- 2) if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives,
- 3) if we discover that you are underage,
- 4) if you fail to make all required payments when due,
- 5) if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect our Services or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by others, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk, or a violation of privacy,
- 6) if you provided inaccurate credit information, or
- 7) we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

If you sign a new Agreement before the end of your original Agreement, but terminate the new Agreement within 30 days as allowed above, the new Agreement will terminate and you agree to be bound to the terms and conditions of your original Agreement, including any remaining Service Commitment.

1.3 Can AT&T Change My Terms And Rates?

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Services at any time. We will provide you with notice of material changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations.

IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, BEYOND THE LIMITS SET FORTH IN YOUR CUSTOMER SERVICE SUMMARY, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE'LL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR DEVICE, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE.

If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

1.4 What Charges Am I Responsible For? How Much Time Do I Have To Dispute My Bill?

You are responsible for paying all charges for or resulting from Services provided under this Agreement, including any activation fee that may apply to each voice or data line. You will receive monthly bills that are due in full.

IF YOU DISPUTE ANY CHARGES ON YOUR BILL, YOU MUST NOTIFY US IN WRITING AT AT&T BILL DISPUTE, 1025 LENOX PARK, ATLANTA, GA 30319 WITHIN 100 DAYS OF THE DATE OF THE BILL OR YOU'LL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral

and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T.

To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you're required to provide us with your residential or business street address. If you don't provide us with such address, or if it falls outside our licensed Services area, we may reasonably designate a PPU within the licensed Services area for you. You must live and have a mailing address within AT&T's owned network coverage area.

1.5 How Does AT&T Calculate My Bill?

Usage and monthly fees will be billed as specified in your customer service summary or rate plan information online. If the Equipment you order is shipped to you, your Services may be activated before you take delivery of the Equipment so that you can use it promptly upon receipt. Thus, you may be charged for Services while your Equipment is still in transit. If, upon receiving your first bill, you have been charged for Services while your Equipment was in transit, you may contact Customer Care 1-800-331-0500 to request a credit. Except as provided below, monthly Services and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of your billing cycle. Monthly Service and certain other charges are billed in arrears if you're a former customer of AT&T Wireless and maintain uninterrupted Service on select AT&T rate plans, however, if you elect to receive your bills for your Services combined with your wireline phone bill (where available) you will be billed in advance as provided above. You agree to pay for all services used with your Device.

AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN YOUR PLAN, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed.

All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS, AND RESEND

REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. DATA TRANSPORT OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO: (i) SENDING OR RECEIVING EMAIL, DOCUMENTS, OR OTHER CONTENT, (ii) ACCESSING WEBSITES, OR (iii) DOWNLOADING AND USING APPLICATIONS. SOME APPLICATIONS, CONTENT, PROGRAMS, AND SOFTWARE THAT YOU DOWNLOAD OR THAT COMES PRE-LOADED ON YOUR DEVICE AUTOMATICALLY AND REGULARLY SEND AND RECEIVE DATA TRANSMISSIONS IN ORDER TO FUNCTION PROPERLY, WITHOUT YOU AFFIRMATIVELY INITIATING THE REQUEST AND WITHOUT YOUR KNOWLEDGE. FOR EXAMPLE, APPLICATIONS THAT PROVIDE REAL-TIME INFORMATION AND LOCATION-BASED APPLICATIONS CONNECT TO OUR NETWORK, AND SEND AND RECEIVE UPDATED INFORMATION SO THAT IT IS AVAILABLE TO YOU WHEN YOU WANT TO ACCESS IT. YOU WILL BE BILLED FOR ALL DATA TRANSPORT AND USAGE WHEN YOUR DEVICE IS CONNECTED TO OUR NETWORK, INCLUDING THAT WHICH YOU AFFIRMATIVELY INITIATE OR THAT WHICH RUNS AUTOMATICALLY IN THE BACKGROUND WITHOUT YOUR KNOWLEDGE, AND WHETHER SUCCESSFUL OR NOT.

If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of Services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of Services.

Delayed Billing: Billing of usage for calls, messages, data or other Services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Services allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. You also remain responsible for paying your monthly Service fee if your Service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

1.6 Are Advance Payments And/Or Deposits Required?

We may require you to make deposits or advance payments for Services, which we may offset against any unpaid balance on your account. Interest won't be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict Services or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend Services until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain Services. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

1.7 What if I fail to pay my AT&T Bill when it is due?

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see nationalnanpa.com/area_code_maps). You agree that for amounts not paid by the due date, AT&T may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, OH, OK, PA, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states. **In the event you fail to pay billed charges when due and it becomes necessary for AT&T to refer your account(s) to a third party for collection, AT&T will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18% to cover the internal collection-related costs AT&T has incurred on such account(s) through and including the date on which AT&T refer(s) the account(s) to such third party.**

You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to AT&T. You agree and acknowledge that any e-mail address or any other electronic address that you provide to AT&T is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

1.8 What Happens If My Check Bounces?

We'll charge you up to \$30 (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

1.9 Are There Business or Government Benefits?

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). All such Benefits are provided to you solely as a result of the corresponding Business Agreement, and may be modified or terminated without notice.

If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with it or its authorized agents. If you're on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you're liable for your own charges, then you authorize us to share enough account information with it or its authorized agents to verify your continuing eligibility for those Benefits.

You may receive Benefits because of your agreement to have the charges for your Services, billed ("Joint Billing") by a wireline company affiliated with AT&T ("Affiliate") or because you subscribe to certain services provided by an Affiliate. If you cancel Joint Billing or the Affiliate service your rates will be adjusted without notice to a rate plan for which you qualify.

1.10 Who Can Access My Account and for What Purpose?

You authorize us to provide information about and to make changes to your account, including adding new Services, upon the direction of any person able to provide information we deem sufficient to identify you. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our Services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information.

2.0 HOW DO I RESOLVE DISPUTES WITH AT&T?

2.1	Dispute Resolution By Binding Arbitration	7
2.2	Arbitration Agreement	7

2.0 HOW DO I RESOLVE DISPUTES WITH AT&T?

2.1 Dispute Resolution By Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

2.2 Arbitration Agreement

(1) AT&T and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount,

if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms.

(3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T

agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

3.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

3.1	My Device	11
3.2	Where and How Does AT&T Service Work?	11
3.3	What Information, Content And Applications Are Provided By Third Parties?	11
3.4	How Can I Get Mobile Content?	12
3.5	Am I Responsible If Someone Makes A Purchase With My Device?	12
3.6	Can I Use Location-Based Services With My Device?	13
3.7	What If My Device Is Lost or Stolen?	13

3.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

3.1 My Device

You are responsible for all phones and other devices containing a SIM assigned to your account ("Devices"). Your Device must be compatible with, and not interfere with, our Services and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually.

Devices purchased for use on AT&T's system are designed for use exclusively on AT&T's system ("Equipment"). You agree that you won't make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems.

If you bought a phone from AT&T, your phone may have been programmed with a SIM lock which will prevent the phone from operating with other compatible wireless telephone carriers' services. If you wish to use the SIM-locked phone with the service of another wireless telephone carrier, you must enter a numeric Unlock Code to unlock the phone. AT&T will provide the Unlock Code upon request to eligible current and former customers, provided that (1) the customer has completed a minimum of 90 days of active service with AT&T, is in good standing with AT&T and is current in his or her payments at the time of the request; (2) if applicable, any period of exclusivity associated with AT&T's sale of the handset has expired; and (3) AT&T has such code or can reasonably obtain it from the manufacturer. For phones sold with a Prepaid Plan, AT&T will provide the Unlock Code upon request to eligible current and former customers who provide a detailed receipt or other proof of purchase of the phone. iPhone and certain other devices are not eligible to be unlocked. For further details on eligibility requirements and for assistance on obtaining the Unlock Code for your handset, please call 1-800-331-0500 or visit an AT&T company store.

You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Equipment.

3.2 Where and How Does AT&T Service Work?

AT&T does not guarantee availability of wireless network. Services may be subject to certain Device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

When outside AT&T's coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T network technologies. See coverage map(s), available at store or from your sales representative, for details or the coverage map at www.att.com/coverage-viewer. Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

3.3 What Information, Content, And Applications Are Provided By Third Parties?

Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among AT&T's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider.

Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

3.4 How Can I Get Mobile Content?

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, applications and news alerts from AT&T or other companies ("Content"). You understand that you are responsible for all authorized charges associated with such Content from any Device assigned to your account, that these charges will appear on your bill (including charges on behalf of other companies), and that such purchases can be restricted by using parental controls available from an AT&T salesperson, or by calling AT&T.

You have full-time access to your Content purchase transaction history on our website. You may contest charges and seek refunds for purchases with which you are not satisfied. AT&T reserves the right to restrict Content purchases or terminate the account of anyone who seeks refunds on improper grounds or otherwise abuses this Service.

Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data plan and such charges appear separately on your bill. You will be charged each time you download Content. Data Service charges apply.

3.5 Am I Responsible If Someone Makes A Purchase With My Device?

Except as otherwise provided in this Agreement, if your Device is used by others to make Content purchases, you are responsible for all such purchases. If this occurs, you are giving those other users your authority to:

- 1) make Content purchases from those Devices, and to incur charges for those Content purchases that will appear on your bill;
- 2) give consent required for that Content, including the consent to use that user's location information to deliver customized information to that user's Device; or
- 3) make any representation required for that content, including a representation of the user's age, if requested.

Usage by others can be restricted by use of parental controls or similar features. Visit att.com/smartlimits to learn more.

3.6 Can I Use Location-Based Services With My Device?

AT&T collects information about the approximate location of your Device in relation to our cell towers and the Global Positioning System (GPS). We use that information, as well as other usage and performance information also obtained from our network and your Device, to provide you with wireless voice and data services, and to maintain and improve our network and the quality of your wireless experience. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users on your account that we may collect and use location information from Devices.

Your Device is also capable of using optional Content at your request or the request of a user on your account, offered by AT&T or third parties that make use of a Device's location information ("Location-Based Services"). Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. For more information on Location-Based Services, please visit att.com/privacy.

Our directory assistance service (411) may use the location of a Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at att.com/privacy for additional details.

3.7 What If My Device Is Lost Or Stolen?

If your wireless Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. You're not liable for charges you did not authorize, but the fact that a call was placed from your Device is evidence that the call was authorized. (California Customers see section "What Terms Apply Only To Specific States?" below). Once you report to us that the Device is lost or stolen, you will not be responsible for subsequent charges incurred by that Device.

You can report your Device as lost or stolen and suspend Services without a charge by contacting us at the phone number listed on your bill or at wireless.att.com. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We both have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device.

4.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

4.1	What Are The Limitations On Service And Liability?	15
4.2	How Can I Use My AT&T Service?	16
4.3	Who Is Responsible For Security?	16
4.4	How Can I Use the Software?	16
4.5	How Can I Use Another Carrier's Network (Off-Net Usage)?	16
4.5.1	Voice	16
4.5.2	Data	17
4.5.3	Messaging	17
4.5.4	Notice	17
4.6	How Do I Get Service Outside AT&T's Wireless Network (Roaming)?	17
4.6.1	International Services	17
4.6.1.1	International Roaming	17
4.6.1.2	International Data	17
4.6.1.3	Data Global Add-Ons and Global Messaging Plans	18
4.6.1.4	Data Connect Global/ North America Plans	18
4.6.1.5	International Long Distance	18
4.6.1.6	International Long Distance Text, Picture & Video Messaging	18
4.6.1.7	Cruise Ship Roaming	18
4.6.1.8	International Miscellaneous	18

4.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

4.1 What Are The Limitations On Service And Liability?

Unless prohibited by law, the following limitations of liability apply. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion.

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to wireline Internet. AT&T is not responsible for nonproprietary services or their effects on devices.

We may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:

- (a) act or omission of a third party;
- (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through us;
- (c) damage or injury caused by the use of Services, Software, or Device, including use in a vehicle;
- (d) claims against you by third parties;
- (e) damage or injury caused by a suspension or termination of Services or Software by AT&T; or
- (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

Notwithstanding the foregoing, if your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to exceed the monthly Service fee. Our liability to you for Service failures is limited solely to the credit set forth above.

Unless prohibited by law, AT&T isn't liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, Services, Software, or Devices provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your Service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device or Software to be rendered obsolete or require modification.

SOME STATES, INCLUDING THE STATE OF KANSAS, DON'T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

4.2 How Can I Use My AT&T Service?

All use of AT&T's wireless network and Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting.

4.3 Who Is Responsible For Security?

AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

4.4 How Can I Use the Software?

The software, interfaces, documentation, data, and content provided for your Equipment as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by AT&T (hereinafter "Software") is licensed, not sold, to you by AT&T and/or its licensors/suppliers for use only on your Equipment. Your use of the Software shall comply with its intended purposes as determined by us, all applicable laws, and AT&T's Acceptable Use Policy at att.com/AcceptableUsePolicy.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by AT&T and/or its licensors/suppliers.

AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge AT&T's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

4.5 How Can I Use Another Carrier's Network (Off-Net Usage)?

4.5.1 Voice

If your use of minutes (including unlimited Services) on other carrier networks ("off-net voice usage") during any two consecutive months exceed your off-net voice usage allowance, AT&T may, at its option, terminate your Services, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net voice usage. Your off-net voice usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan.

4.5.2 Data

If your use of the Data Services on other carriers' wireless networks ("offnet data usage") during any month exceeds your offnet data usage allowance, AT&T may at its option terminate your access to Data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet data usage. Your offnet data usage allowance is equal to the lesser of 24 megabytes or 20% of the kilobytes included with your plan. You may be required to use a Device programmed with AT&T's preferred roaming database.

4.5.3 Messaging

If you use messaging services (including unlimited Services) on other carrier networks ("off-net messaging usage") during any two consecutive months exceed your off-net messaging usage allowance, AT&T may, at its option, terminate your messaging service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net messaging usage. Your off-net messaging usage allowance is equal to the lesser of 3,000 messages or 50% of the messages included with your plan.

4.5.4 Notice

AT&T will provide notice that it intends to take any of the above actions, and you may terminate this Agreement.

4.6 How Do I Get Service Outside AT&T's Wireless Network (Roaming)?

Roaming charges for wireless data or voice Services may be charged with some plans when outside AT&T's wireless network. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Display on your device will not indicate whether you will incur roaming charges. Check with roaming carriers individually for support and coverage details.

Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Substantial charges may be incurred if your phone is taken out of the U.S. even if no Services are intentionally used.

4.6.1 International Services

Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. Rates are subject to change. For countries, rates and additional details, see att.com/global.

4.6.1.1 International Roaming:

Compatible Device required. Your plan may include the capability to make and receive calls while roaming internationally. AT&T, in its sole discretion, may block your ability to use your Device while roaming internationally until eligibility criteria are met. International roaming rates, which vary by country, apply for all calls placed or received while outside the United States, Puerto Rico and U.S.V.I. Please consult att.com/global or call 866-246-4852 for a list of currently available countries and carriers. All countries may not be available for roaming. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Taxes are additional. If you want to block the ability to make and receive calls or use data functions while roaming internationally, you may request that by calling 1-916-843-4685 (at no charge from your wireless phone).

4.6.1.2 International Data:

Many Devices, including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. AT&T may send "alerts" via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them.

They are not a guarantee of a particular bill limit. Receipt of Visual Voicemail messages are charged at international data pay-per-use rates unless customer has an international data plan, in which case receipt of Visual Voicemail messages decrement Kilobytes included in such plan.

4.6.1.3 Data Global Add-Ons and Global Messaging Plans:

Require that domestic data or messaging capability be in place. Rates apply only for usage within "roam zone" comprised of select carriers. Within the roam zone, overage rate applies if you exceed the MBs allotted for any Data Global Add-On Plan or the messages allotted for any Global Messaging Package. International roaming pay-per-use rates apply in countries outside the roam zone. See att.com/dataconnectglobal for current roam zone list. If you enroll after the beginning date of your billing cycle, the monthly charge and the data/message allotment included will be correspondingly reduced per day.

4.6.1.4 Data Connect Global/North America Plans:

Do not include capability to place a voice call and require a 1 year agreement. For specific terms regarding international data plans, see Section 6.11.2 of the Wireless Customer Agreement.

4.6.1.5 International Long Distance:

International rates apply for calls made and messages sent from the U.S., Puerto Rico and U.S.V.I. to another country. Calling or messaging to some countries may not be available. Calls to wireless numbers and numbers for special services, such as Premium Rated Services, may cost more than calls to wireline numbers. If a customer calls an overseas wireline number and the call is forwarded to a wireless number, the customer will be charged for a call terminated to a wireless number. International Long Distance calling rates are charged per minute and apply throughout the same footprint in which the customer's airtime package minutes apply.

4.6.1.6 International Long Distance Text, Picture & Video Messaging:

Additional charges apply for premium messages and content. Messages over 300 KBs are billed an additional 50¢/message. For a complete list of countries, please visit att.com/text2world.

4.6.1.7 Cruise Ship Roaming:

Cruise ship roaming rates apply for calls placed or data used while on the ship.

4.6.1.8 International Miscellaneous:

Export Restrictions: You are solely responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

5.0 WHAT VOICE SERVICES DOES AT&T OFFER?

5.1	What Are The General Terms That Apply To All AT&T Voice Rate Plans?	19
5.2	Voicemail	19
5.3	Voicemail-To-Text (VMTT)	19
5.4	Unlimited Voice Services	20
5.5	Caller ID	20
5.6	Rollover® Minutes	20
5.7	Mobile To Mobile Minutes	20
5.8	FamilyTalk® Plan	20
5.9	A-List®	21
5.10	AT&T Viva Mexico SM ("Mexico Plan") & AT&T Nation®/FamilyTalk® With Canada ("Canada Plan")	21
5.11	AT&T Unity SM And AT&T Unity SM -FamilyTalk® Plans Requirements	21
5.11.1	Eligibility Requirements	21
5.11.2	AT&T Unity SM Minutes	22
5.12	VoiceDial Services	22
5.13	AT&T Messaging Unlimited with Mobile to Any Mobile Calling Feature	22
5.14	Wireless Home Phone Service	22

5.0 WHAT VOICE SERVICES DOES AT&T OFFER?

5.1 What Are The General Terms That Apply To All AT&T Voice Rate Plans?

You may obtain usage information by calling customer service or using one of our automated systems. **Pricing/Taxes/No Proration:** Prices do not include taxes, directory assistance, roaming, Universal Service Fees, and other surcharges. Final month's charges are not prorated.

Activation Fees: Activation Fee may apply for each new line. **Nights and Weekends:**

Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

5.2 Voicemail

Unless you subscribe to an Unlimited Voice Plan or are an upstate New York customer subscribing to Enhanced Voicemail, airtime charges apply to calls to your voicemail service, including calls where the caller does not leave a message, because the call has been completed, calls to listen to, send, reply to, or forward messages, or to perform other activities with your voicemail service, including calls forwarded from other phones to your voicemail service. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. For information as to the number of voicemail messages you can store, when voicemail messages will be deleted, and other voicemail features, see att.com/wirelessvoicemail. We reserve the right to change the number of voicemails you can store, the length you can store voicemail messages, when we delete voicemail messages, and other voicemail features without notice. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request. See att.com/global for information about using voicemail internationally.

5.3 Voicemail-To-Text (VMTT)

AT&T is not responsible, nor liable for: 1) errors in the conversion of or its inability to transcribe voicemail messages to text/email; 2) lost or misdirected messages; or, 3) content that is unlawful, harmful, threatening, abusive, obscene, tortious, or otherwise objectionable.

We do not filter, edit or control voice, text, or email messages, or guarantee the security of messages. We can interrupt, restrict or terminate VMTT without notice, if your use of VMTT adversely impacts AT&T's network, for example that could occur from abnormal calling patterns or an unusually large number of repeated calls and messages; or if your use is otherwise abusive, fraudulent, or does not comply with the law.

You are solely responsible for and will comply with all applicable laws as to the content of any text messages or emails you receive from VMTT that you forward or include in a reply to any other person. You authorize AT&T or a third party working on AT&T's behalf to listen to, and transcribe all or part of a voicemail message and to convert such voicemail message into text/email, and to use voicemail messages and transcriptions to enhance, train and improve AT&T's speech recognition and transcription services, software and equipment.

Charges for VMTT include the conversion of the voicemail message and the text message sent to your wireless device. Additional charges, however, may apply to receiving email on your wireless device from VMTT, as well as, replying to or forwarding VMTT messages via SMS (text) or email, depending on your plan.

SMS (text messaging) blocking is incompatible with VMTT. (If you do not have a texting plan on your handset, we add a texting pay per use feature when you add VMTT with text delivery.) If you are traveling outside the U.S. coverage area, you will incur international data charges for emails received from VMTT, as well as, charges for emails you respond to or

forward from VMTT, unless you have an international data plan and the usage falls within the plan's usage limits.

Transcription times cannot be guaranteed. Customers purchasing email delivery are responsible for providing a correct email address and updating the email address when changes to the email account are made.

If you choose SMS (text) delivery, VMTT only converts the first 480 characters of a voicemail message into text and you will receive up to three text messages of a transcribed message. The transcription, therefore, may not include the entire voicemail message with SMS delivery. Adding VMTT will create a new voicemail box and all messages and greetings will be deleted from your current voicemail box.

5.4 Unlimited Voice Services

Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your Service or change your plan to one with no unlimited usage components.

Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals. If AT&T finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, AT&T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

5.5 Caller ID

Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. Contact customer service for information on blocking the display of your name and number. Caller ID blocking is not available when using Data Services, and your wireless number is transmitted to Internet sites you visit.

5.6 Rollover® Minutes

If applicable to your plan, Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12-bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk® plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. If you change to non-AT&T UnitySM plans with Rollover Minutes (including the formation of a FamilyTalk plan), any accumulated Rollover Minutes in excess of your new non-AT&T Unity plan or the primary non-AT&T Unity FamilyTalk line's included Anytime Minutes will expire.

5.7 Mobile To Mobile Minutes

If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail are not included.

5.8 FamilyTalk® Plan

If applicable to your plan, FamilyTalk may require up to a two-year Service Commitment for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes

applies to all minutes in excess of the Anytime Minutes. FamilyTalk requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains, it shall be converted to the closest single line rate.

5.9 A-List®

A-List is available only with select Nation, FamilyTalk and Unity plans. Nation Plan and Individual Subscribers can place/receive calls to/from up to 5 (and FamilyTalk subscribers can place/receive calls to/from up to 10) wireline or wireless telephone numbers without being charged for airtime minutes. All qualifying lines on a FamilyTalk account share the same 10 A-List numbers. Only standard domestic wireline or wireless numbers may be added and A-List is only for domestic calls. Directory assistance, 900 numbers, chat lines, pay per call numbers, customer's own wireless or Voice Mail access numbers, numbers for call routing services and call forwarding services from multiple phones, and machine to machine numbers are not eligible. Depending on the PBX system, a private telephone system often serving businesses, AT&T may not be able to determine if your selected PBX A-List number is calling/receiving calls from your wireless number and airtime charges could apply. Forwarded calls will be billed based on the originating number, not the call forwarding number, and airtime charges may apply. Only voice calling is eligible. A-List number selections may only be managed online via MyWireless Account. Selected telephone numbers do not become active until 24 hours after added. AT&T reserves the right to block any A-List number and to reduce the amount of telephone numbers that can be used for A-List without notice. A-List is not eligible on Save/Promotional Plans.

5.10 AT&T Viva MexicoSM ("Mexico Plan") & AT&T Nation®/FamilyTalk® With Canada ("Canada Plan")

Certain eligibility requirements apply. Anytime Minutes and Night and Weekend Minutes between Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, or Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan, will be treated for billing purposes as calls to and from your U.S. wireless coverage area.

Calls made from or received in Mexico and Canada cannot exceed your monthly off-net usage allowance (the lesser of 750 min./mo. or 40% of your Anytime Minutes/mo.) in any two consecutive months. Calls made from or received in Mexico and Canada will not qualify as Mobile to Mobile Minutes. Special rates apply for data usage in Mexico and Canada. International long distance text, instant, picture and video messaging rates apply to messaging from the U.S. to Mexico and Canada and international roaming rates apply when such messages are sent from Mexico and Canada.

International Roaming charges apply when using voice and data Services outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area, if you subscribe to the Canada Plan. International long distance charges apply when calling to areas outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan.

Anytime Minutes are primarily for live dialog between two people. You may not use your Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. Unlimited Microcell Calling feature cannot be used on accounts with Viva Mexico and Nation Canada calling plans.

5.11 AT&T UnitySM And AT&T UnitySM-FamilyTalk® Plans Requirements

5.11.1 Eligibility Requirements: AT&T local and wireless combined bill required. For residential customers, qualifying AT&T local plan from AT&T required. For business customers, qualifying AT&T local service plan required. Specific AT&T Services that qualify vary by location; see att.com or call 1-800-288-2020. Certain business accounts are not eligible for Unity plans. Discounts on any other combined-bill wireless plans will be lost if an AT&T

Unity plan is added to your combined bill. If an existing wireless plan is upgraded to an AT&T Unity plan, all discounts and promotions will be lost when subscribing to that plan.

5.11.2 AT&T UnitySM Minutes: AT&T Unity Calling Minutes may be used when directly dialing or receiving calls from any other eligible AT&T wireline or wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included. AT&T Unity Minutes are not included when checking usage for the current billing period.

5.12 VoiceDial Services

Regular airtime charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with VoiceDial Services. Caller ID cannot be blocked. Caller ID will be delivered on calls, even if you have permanently blocked your name and number. For complete terms and conditions, see att.com/voicedial.

5.13 AT&T Messaging Unlimited with Mobile to Any Mobile Calling Feature

Available only with select Nation, FamilyTalk, and BusinessTalk plans and can be discontinued at anytime. Messaging Unlimited Plan required. Mobile to Any Mobile minutes only apply when you directly dial another U.S. mobile number or directly receive a call from another U.S. mobile phone number from within your calling area in the U.S., Puerto Rico, or U.S.V.I. Mobile to Any Mobile is not available with the AT&T Viva Mexico or AT&T Nation/FamilyTalk with Canada plans. Calls made through Voice Connect, calls to directory assistance, and calls to voicemail and return calls from voicemail are not included. Only numbers included in the wireless number database that AT&T uses will be treated as a call to a mobile number or a call received from a mobile number. So for example, Type 1 numbers belonging to other carriers and not included in the industry wireless LNP database, and numbers for which ports to wireless service have not yet completed, will not be treated as a call to a mobile number or a call received from a mobile number. Also calls made to and calls received from mobile toll-free numbers, mobile chat lines, mobile directory assistance, calling applications, numbers for call routing and call forwarding services, and machine to machine numbers are not included.

5.14 Wireless Home Phone Service

AT&T Wireless Home Phone service ("WHP Service") utilizes a wireless gateway which enables your corded or cordless landline telephones to make calls over the AT&T wireless network. WHP Service provides only voice service. To use the WHP Service, you will need to purchase an AT&T Wireless Home Phone device ("WHP Device") and connect to it your corded or cordless landline telephone equipment (not included). Each WHP Device can be associated with only one (1) phone number. This WHP Device is sold for use on the AT&T wireless network and is not compatible with other wireless networks.

One of the following eligible voice plans are required: 1) add a line to your FamilyTalk plan or 2) Wireless Home Phone unlimited plan. If on the FamilyTalk plan, the WHP Service will use your package minutes shared by the lines on the plan. See att.com for more details. The AT&T Wireless Home Phone unlimited rate plan includes inbound and outbound Anytime Minute domestic calls made to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. See Section 5.4 for additional details on unlimited voice services. International roaming is not enabled. Text messaging and other data services and features are not available with the WHP Service.

A new wireless number will be provided if you are not porting an existing wireless or home phone number to the WHP Service. Your WHP Device should be operated in a location where AT&T is authorized to provide wireless service. If your WHP Device is used while on other carrier networks, AT&T's off-net usage restrictions apply. Please see section 4.5 of your Wireless Customer Agreement or att.com for details.

AT&T does not represent that the WHP Service will be equivalent to landline service. Because the WHP Service uses a wireless network, you may experience occasional service limitations inherent to wireless service e.g., dropped calls. AT&T recommends that you place

your WHP Device on a hard surface with an unobstructed view of the outdoors in a location in the home that has an AT&T wireless signal strength that is acceptable to you.

911 calls are routed based on the wireless network's automatic location technology. You should expect to provide your home address to the emergency response center responsible for sending first responders (e.g. police, medical assistance, or fire) to your location.

While battery backup is provided for your WHP Device, if your WHP Device is connected to a landline phone that requires external electric power to operate e.g., cordless phones, WHP Service (including the ability to make and receive 911 calls) will not be available during a power outage.

WHP Service is compatible with home answering machines but may not support your fax machine, alarm services including medical alert services, dial-up internet service, or credit card machines. The WHP Service is not compatible with television services that require you to connect telephone service to television equipment such as digital video recorder equipment or on-demand movie services.

6.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?

6.1	What Are The General Terms That Apply To All Data And Messaging Plans?	25
6.2	What Are The Intended Purposes Of The Wireless Data Service?	25
6.3	What Are The Voice And Data Plan Requirements?	26
6.4	How Does AT&T Calculate My Data Usage/Billing?	26
6.5	Text, Instant Messaging And Picture/Video Messaging	27
6.6	AT&T My Media CLUB	27
6.7	Mobile Email	28
6.8	Mobile Video	28
6.9	AT&T Wi-Fi Services	28
6.10	DataConnect Plans	28
6.10.1	What Are the General Terms that Apply to All DataConnect Plans?	28
6.10.2	Data Global Add-On/DataConnect Global Plans/DataConnect North America Plans	28
6.10.3	Pooled DataConnect Plans	29
6.11	AT&T DataPlus SM /AT&T DataPro SM Plans	29
6.11.1	AT&T Data Plans With Tethering	29
6.11.2	BlackBerry [®] Personal	30
6.11.3	BlackBerry [®] Connect; BlackBerry [®] Enterprise; BlackBerry [®] International	30
6.12	GOOD Plan	30
6.13	Microsoft [®] Direct Push	30

6.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?

6.1 What Are The General Terms That Apply To All Data And Messaging Plans?

AT&T provides wireless data and messaging Services, including but not limited to, features that may be used with Data Services and wireless content and applications ("Data Services"). The absolute capacity of the wireless data network is limited; consequently, Data Services may only be used for prescribed purposes. Pricing and data allowances for Data Services are device dependent and based on the transmit and receive capacity of each device.

On Data Services with a monthly megabyte (MB) or gigabyte (GB) data allowance, once you exceed your monthly data allowance you will be automatically charged for overage as specified in the applicable rate plan. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods.

AT&T data plans are designed for use with only one of the following distinct device types: (1) Smartphones, (2) basic and Quick Messaging phones, (3) tablets, and (4) LaptopConnect cards, and (5) stand-alone Mobile Hotspot devices. A data plan designated for one type of device may not be used with another type of device. For example, a data plan designated for use with a basic phone or a Smartphone may not be used with a LaptopConnect card, tablet, or stand-alone Mobile Hotspot device, by tethering devices together, by SIM card transfer, or any other means. A data tethering plan, however, may be purchased for an additional fee to enable tethering on a compatible device. An Activation Fee may apply for each data line.

Consumer data plans do not allow access to corporate email, company intranet sites, and other business applications. Access to corporate email, company intranet sites, and/or other business applications requires an applicable Enterprise Data plan. Enterprise Email requires an eligible data plan and Device. Terms may vary depending on selected Enterprise Email solution.

AT&T RESERVES THE RIGHT TO TERMINATE YOUR DATA SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS CUSTOMER AGREEMENT.

6.2 What Are The Intended Purposes Of The Wireless Data Service?

Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **While most common uses for Internet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, wirelines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection**

would otherwise be idle or any “keep alive” functions, unless they adhere to AT&T’s data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/smartphone to computer accessories, BLUETOOTH® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose.

Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T’s wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T’s terms, conditions, or policies.

6.3 What Are The Voice And Data Plan Requirements?

A voice plan is required on all voice-capable Devices, unless specifically noted otherwise in the terms governing your plan.

An eligible tiered pricing data plan is required for certain Devices, including iPhones and other designated Smartphones. Eligible voice and tiered pricing data plans cover voice and data usage in the U.S. and do not cover International voice and data usage and charges. If it is determined that you are using a voice-capable Device without a voice plan, or that you are using an iPhone or designated Smartphone without an eligible voice and tiered data plan, AT&T reserves the right to switch you to the required plan or plans and bill you the appropriate monthly fees. In the case of the tiered data plan, you will be placed on the data plan which provides you with the greatest monthly data usage allowance. If you determine that you do not require that much data usage in a month, you may request a lower data tier at a lower monthly recurring fee.

6.4 How Does AT&T Calculate My Data Usage/Billing?

Data sent and received includes, but is not limited to downloads, email, application usage, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to access and use on AT&T’s wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. Mobile Broadband and 4G access requires a compatible, device.

Data Service charges paid in advance for monthly or annual Data Services are nonrefundable. Some Data Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. Prices do not include taxes, directory assistance, roaming, universal services fees or other surcharges.

In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems.

6.5 Text, Instant Messaging And Picture/Video Messaging

If you do not enroll in a monthly recurring plan for messaging, data, or Video Share, you may have access to messaging, data, and video share services and be charged on a pay-per-use basis if you use those services.

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S.

Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 3 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification.

You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail.

AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received.

Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt AT&T's network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of AT&T's Services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. AT&T reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the account(s), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

6.6 AT&T My Media CLUB

Your enrollment gives you the option to receive text messages each week on music trivia, news and more. Every 30 days your subscription will be automatically renewed and new credits added to your account which can be used to buy ringtones & graphics through the MEdia Mall. Music, Voice, Sound Effect Tones, polyphonic ringtones & graphics are 1 credit. Unused credits expire at the end of each 30 day period. The 30 day period is not

necessarily equivalent to a calendar month end or the billing cycle. You may terminate your subscription at any time by texting the word "STOP" to 7225. Any remaining credits will be available for the remainder of your subscription billing cycle. Savings claim based on price of Music Tones. Ringtone and graphics provided by independent providers.

6.7 Mobile Email

Requires e-mail account with compatible internet service provider and a downloaded or preloaded e-mail application for the wireless device. Access and use of Mobile Email is billed by total volume of data sent and received (in kilobytes) in accordance with your data plan. E-mail attachments can not be sent, downloaded, read, or forwarded on the mobile device. Only a paper clip icon appears indicating an attachment. You must view attachments from your PC. Upgrades to the application may be required in order to continue to use the Service. Wireless data usage charges will apply for downloading the application and any upgrades.

6.8 Mobile Video

Compatible Phone and eligible data plan required. Service not available outside AT&T's Mobile Broadband and 4G coverage areas. Premium content is charged at stated monthly subscription rates or at stated pay per view rates. Content rotates and is subject to withdrawal. Mobile Video is for individual use, not for resale, commercial purposes or public broadcast. Content can only be displayed on the device screen. No content may be captured, downloaded, forwarded, duplicated, stored, or transmitted. The content owner reserves and owns all content rights. All trademarks, service marks, logos, and copyrights not owned by AT&T are the property of their owners. Some Mobile Video content is intended for mature audiences and may be inappropriate for younger viewers. Parental guidance suggested. Use Parental Controls to restrict access to mature content. Content may be provided by independent providers, and AT&T is not responsible for their content. Providers may collect certain information from your use for tracking and managing content usage.

6.9 AT&T Wi-Fi Services

AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services & Acceptable Use Policy ("Terms") found at att.com/attwifitosaup. Your use represents your agreement to those Terms, incorporated herein by reference. AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply.

6.10 DataConnect Plans

6.10.1 What Are the General Terms that Apply to All DataConnect Plans?

A voice plan is not required with DataConnect plans.

We may, at our discretion, suspend your account if we believe your data usage is excessive, unusual or is better suited to another rate plan. If you are on a data plan that does not include a monthly MB/GB allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; provided that, prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Data Service.

6.10.2 Data Global Add-On/DataConnect Global Plans/DataConnect North America Plans

Available countries, coverage and participating international carriers included in the "Select International Roam Zone" and "Select Canada/Mexico Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). Select Canada/Mexico Roam Zone is restricted to select wireless carrier(s) and coverage areas within Canada and Mexico. See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Data Service

through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. With the DataConnect North America Plan, you will be restricted from accessing Data Service through any non-participating Canada/Mexico wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones.

DATA GLOBAL ADD-ON- May only be used with eligible Equipment. Domestic data usage not included. Qualified domestic wireless data plan required. If combined with a wireless voice plan that includes international voice roaming, your international wireless voice roaming in countries included in the Global Data Add-On's Select International Roam Zone will be limited to the participating Canada/international wireless carriers and you will be restricted from voice roaming through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international voice roam zones.

DATACONNECT GLOBAL/NORTH AMERICA PLANS - Requires minimum one-year Service Commitment and you must remain on the plan, for a minimum one-year term. Voice access is restricted and prohibited.

6.10.3 Pooled DataConnect Plans

Pooled Data Connect Plans ("Pooled Plans") available only to customers with a qualified AT&T Business Agreement for wireless Services and their respective Corporate Responsibility Users ("CRUs"). Consolidated billing is required. WIN Advantage® may also be required. Within a single Foundation Account (FAN), Customer's CRUs on an eligible Pooled Plan aggregate or "pool" their included wireless data usage ("Included Usage"), creating a "Pool".

To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her Included Usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceeds the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges.

For example, if a Pool has 900 Under Usage kilobytes and 1000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. Credits will only appear on WIN Advantage®. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time.

AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Pooled Data Connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on Pooled Plans; however these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a Pool.

6.11 AT&T DataPlusSM/AT&T DataProSM Plans

6.11.1. AT&T Data Plans With Tethering

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops,

netbooks, tablets, smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

6.11.2. BlackBerry® Personal

Supports personal email access to up to 10 Internet email accounts. Users storing more than 1,000 emails or email older than 30 days, may have some emails automatically deleted. May not be used to access corporate email such as BlackBerry Enterprise Server.

6.11.3. BlackBerry® Connect; BlackBerry® Enterprise; BlackBerry® International

Supports BlackBerry Enterprise Server for corporate access (valid Client Access License required), and personal email access to up to 10 Internet email accounts as per BlackBerry Personal. BlackBerry International requires a minimum one-year agreement.

6.12 GOOD Plan

Requires compatible Good Server and, as to each end user, a compatible Good Client Access License (CAL) for use with a qualifying AT&T data plan. Solution includes software, products and related services provided by Good Technology, Inc. ("Good"), which are subject to applicable Good terms and conditions. Good is solely responsible for all statements regarding, and technical support for, its software, products and services.

6.13 Microsoft® Direct Push

Requires compatible Microsoft® Exchange Server and, as to each end user, a compatible device, a Direct Push enabled email account, and a qualifying AT&T Data Plan. Plans include end user customer support from AT&T for compatible devices. AT&T does not sell, supply, install or otherwise support Microsoft® software, products or services (including without limitation, Exchange and Direct Push).

**7.0 ARE THERE OTHER TERMS AND CONDITIONS THAT APPLY
TO FEATURES AND APPLICATIONS?**

7.0 Are There Other Terms And Conditions That
Apply to Features and Applications?

7.0 ARE THERE OTHER TERMS AND CONDITIONS THAT APPLY TO FEATURES AND APPLICATIONS?

Terms and conditions for certain features and applications are provided on the Device at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times.

8.0 WHAT IS AT&T ROADSIDE ASSISTANCE & OPTIONAL AT&T MOBILE INSURANCE?

8.1	AT&T Roadside Assistance	33
8.2	Optional AT&T Mobile Insurance	33

8.0 WHAT IS AT&T ROADSIDE ASSISTANCE AND OPTIONAL AT&T MOBILE INSURANCE?

8.1 AT&T Roadside Assistance

AT&T Roadside Assistance ("RA") is an optional feature that costs \$2.99/month per enrolled phone and is automatically billed to the wireless account. Customers may cancel at any time. New RA customers get the first 30 days for free. To cancel RA without incurring charges, contact AT&T by dialing 611 from your wireless phone within the first 30 days. RA covers up to four events per year with a maximum benefit of \$50/event. Towing services are for mechanical problems only. RA service is provided by Asurion Roadside Assistance Services, LLC, a licensed motor club. Refer to the RA Welcome Kit for complete terms and conditions wireless.att.com/learn/en_US/pdf/roadside_assistance.pdf.

8.2 Optional AT&T Mobile Insurance

Mobile Insurance covers lost, stolen, damaged and out of warranty malfunctions. Enrollment must occur within 30 days of an activation or upgrade. Key terms include: 1. A monthly premium of \$6.99/month per mobile number enrolled. 2. Each approved replacement is subject to a \$50 (Tier 1), \$125 (Tier 2), or a \$199 (Tier 3) non-refundable deductible, depending on device. 3. Claims are limited to 2 within any consecutive 12 months with a maximum device value of \$1500 per occurrence. 4. Replacement devices may be new or remanufactured and/or a different model. 5. You can cancel your coverage at any time and receive a pro-rated refund of your unearned premium. To view enrollment eligibility, complete terms and the applicable deductibles, visit www.att.com/mobileinsurance. AT&T Mobile Insurance is underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion Protection Services, LLC (In California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #OD63161. In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), CNA's licensed agent for the customers of AT&T. Eligibility varies by device. Terms and conditions are subject to change.

9.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?

9.1	Intellectual Property	35
9.2	Severability	35
9.3	Assignment; Governing Law; English Language	35
9.3.1	Assignment	35
9.3.2	Governing Law	35
9.3.3	English Language	35
9.4	Lifeline Services	35
9.5	Trial Services	35

9.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?

9.1 Intellectual Property

You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited - used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited. All other marks contained herein are the property of their respective owners.

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9.2 Severability

If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

9.3 Assignment; Governing Law; English Language

9.3.1 Assignment

AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent.

9.3.2 Governing Law

The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.

9.3.3 English Language

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

9.4 Lifeline Services

As part of a federal government program, AT&T offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-800-377-9450. Puerto Rico customers should contact 1-787-405-5463. For tips on how to protect against fraud, please visit the CPUC's website at, CalPhoneInfo.com.

9.5 Trial Services

Trial Services are subject to the terms and conditions of this Agreement; may have limited availability; and may be withdrawn at any time.

10.0 WHAT TERMS APPLY ONLY TO SPECIFIC STATES?

10.1 California: What If There Are Unauthorized Charges Billed To My Device?	37
10.2 Connecticut: Questions About Your Service	37
10.3 Puerto Rico	37

10.0 WHAT TERMS APPLY ONLY TO SPECIFIC STATES?

10.1 California: What If There Are Unauthorized Charges Billed To My Device?

You are not liable for charges you did not authorize, but the fact that a call was placed from your Device is evidence that the call was authorized. You may submit documents, statements and other information to show any charges were not authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen.

If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

10.2 Connecticut: Questions About Your Service

If you have any questions or concerns about your AT&T Service, please call Customer Care at 1-800-331-0500, dial 611 from your wireless phone, or visit att.com/wireless. If you have questions about the Unlimited Local or Unlimited Long Distance Service, please call 1-800-288-2020 or visit att.com. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: state.ct.us/dpuc; Phone: 1-866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

10.3 Puerto Rico

If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtrp.gobierno.pr, in addition to using binding arbitration or small claims court to resolve your dispute.



enterprise customers:
additional service and
equipment-related terms



**ENTERPRISE CUSTOMERS:
ADDITIONAL SERVICE AND EQUIPMENT RELATED TERMS
TABLE OF CONTENTS**

1.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

- 1.1 My Device**
- 1.2 Where and How Does AT&T Service Work?**
- 1.3 What Information, Content, And Applications Are Provided By Third Parties?**
- 1.4 How Can I Get Mobile Content?**
- 1.5 Am I Responsible If Someone Makes A Purchase With My Device?**
- 1.6 Can I Use Location-Based Services With My Device?**

2.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

- 2.1 What Are The Limitations On Service And Liability?**
- 2.2 How Can I Use My AT&T Service?**
- 2.3 Who Is Responsible For Security?**
- 2.4 How Can I Use the Software?**
- 2.5 How Can I Use Another Carrier's Network (Off-Net Usage)?**
 - 2.5.1 Voice**
 - 2.5.2 Data**
 - 2.5.3 Messaging**
 - 2.5.4 Notice**
- 2.6 How Do I Get Service Outside AT&T's Wireless Network (Roaming)?**
 - 2.6.1 International Services**
 - 2.6.2 International Roaming**
 - 2.6.3 International Data**
 - 2.6.4 Data Global Add-Ons and Global Messaging Plans**
 - 2.6.5 Data Connect Global/North America Plans**
 - 2.6.6 International Long Distance**
 - 2.6.7 International Long Distance Text, Picture & Video Messaging**
 - 2.6.8 Cruise Ship Roaming**
 - 2.6.9 International Miscellaneous**

3.0 WHAT VOICE SERVICES DOES AT&T OFFER?

- 3.1 What Are The General Terms That Apply To All AT&T Voice Rate Plans?**
- 3.2 Voicemail**
- 3.3 Voicemail-To-Text (VMTT)**
- 3.4 Unlimited Voice Services**
- 3.5 Caller ID**
- 3.6 Rollover® Minutes**
- 3.7 Mobile To Mobile Minutes**
- 3.8 FamilyTalk® Plan**
- 3.9 A-List® for Business**
- 3.10 AT&T Viva MexicoSM ("Mexico Plan") & AT&T Nation®/FamilyTalk® With Canada ("Canada Plan")**
- 3.11 AT&T UnitySM And AT&T UnitySM-FamilyTalk® Plans Requirements**
 - 3.11.1 Eligibility Requirements**
 - 3.11.2 AT&T UnitySM Minutes**
- 3.12 VoiceDial Services**
- 3.13 AT&T Messaging Unlimited with Mobile to Any Mobile Number Calling Feature**

4.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?

- 4.1 What Are The General Terms That Apply To All Data And Messaging Plans?**
- 4.2 What Are The Intended Purposes Of The Wireless Data Service?**
- 4.3 What Are The Voice And Data Plan Requirements?**
- 4.4 How Does AT&T Calculate My Data Usage/Billing?**
- 4.5 Text, Instant Messaging And Picture/Video Messaging**
- 4.6 AT&T My Media CLUB**
- 4.7 Mobile Email**
- 4.8 Mobile Video**
- 4.9 AT&T Wi-Fi Services**
- 4.10 DataConnect Plans**
 - 4.10.1 What Are the General Terms that Apply to All DataConnect Plans?**
 - 4.10.2 Data Global Add-On/DataConnect Global Plans/DataConnect North America Plans**
 - 4.10.3 Pooled DataConnect Plans**
- 4.11 AT&T DataPlusSM/AT&T DataProSM Plans**
 - 4.11.1 AT&T DataPlus/AT&T DataPro Plans With Tethering**
 - 4.11.2 BlackBerry[®] Personal**
 - 4.11.3 BlackBerry[®] Connect; BlackBerry[®] Enterprise; BlackBerry[®] International**
- 4.12 GOOD Plan**
- 4.13 Microsoft[®] Direct Push**
- 4.14 AT&T Address Book**
- 4.15 AT&T Messages**

5.0 ARE THERE ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO OTHER PLANS, FEATURES, PROMOTIONS, APPLICATIONS AND OFFERS AVAILABLE TO ENTERPRISE CUSTOMERS?

6.0 WHAT IS AT&T ROADSIDE ASSISTANCE & OPTIONAL AT&T MOBILE INSURANCE?

- 6.1 AT&T Roadside Assistance**
- 6.2 Optional AT&T Mobile Insurance**

7.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?

- 7.1 Intellectual Property**
- 7.2 Trial Services**

1.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

1.1 My Device	39
1.2 Where and How Does AT&T Service Work?	39
1.3 What Information, Content, And Applications Are Provided By Third Parties?	39
1.4 How Can I Get Mobile Content?	40
1.5 Am I Responsible If Someone Makes A Purchase With My Device?	40
1.6 Can I Use Location-Based Services With My Device?	41

ENTERPRISE CUSTOMERS: ADDITIONAL SERVICE AND EQUIPMENT RELATED TERMS

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your", "my" or "I" refers to the person or entity that is the customer of record and/or its Corporate Responsibility Users ("CRUs"), as appropriate.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION (SEE SECTION 1.6).

This document, including the AT&T Privacy Policy Located at att.com/privacy, the terms of service for wireless products, features, applications, and services ("Services") not otherwise described herein that are posted on applicable AT&T websites or devices or contained in AT&T printed materials, and any documents expressly referred to herein or therein, constitute "Sales Information" under your service agreement with us ("Enterprise Agreement") and are incorporated by reference therein.

1.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

1.1 My Device

You are responsible for all phones and other devices containing a SIM assigned to your account ("Devices"). Your Device must be compatible with, and not interfere with, our Services and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually.

Devices purchased for use on AT&T's system are designed for use exclusively on AT&T's system. You agree that you won't make any modifications to such Device or programming to enable such Device to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of such Device on other systems.

You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device.

1.2 Where and How Does AT&T Service Work?

AT&T does not guarantee availability of wireless network. Services may be subject to certain Device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

When outside AT&T's coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T network technologies. See coverage map(s), available at store or from your sales representative, for details or the coverage map at www.att.com/coverage-viewer.

Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

1.3 What Information, Content, And Applications Are Provided By Third Parties?

Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among AT&T's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider.

Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

1.4 How Can I Get Mobile Content?

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, applications and news alerts from AT&T or other companies ("Content"). You understand that you are responsible for all authorized charges associated with such Content from any Device assigned to your account, that these charges will appear on your bill (including charges on behalf of other companies), and that such Purchases can be restricted by using parental controls or similar features available from an AT&T salesperson, or by calling AT&T.

Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data plan and such charges appear separately on your bill. You will be charged each time you download Content. Data Service charges apply.

1.5 Am I Responsible If Someone Makes A Purchase With My Device?

Except as otherwise provided in these terms of service, if your Device is used by others to make Content purchases, you are responsible for all such purchases. If this occurs, you are giving those other users your authority to:

- 1) make Content purchases from those Devices, and to incur charges for those Content purchases that will appear on your bill;
- 2) give consent required for that Content, including the consent to use that user's location information to deliver customized information to that user's Device; or
- 3) make any representation required for that Content, including a representation of the user's age, if requested.

Usage by others can be restricted by use of parental controls or similar features. Visit att.com/smartlimits to learn more.

1.6 Can I Use Location-Based Services With My Device?

AT&T collects information about the approximate location of your Device in relation to our cell towers and the Global Positioning System (GPS). We use that information, as well as other usage and performance information also obtained from our network and your Device, to provide you with wireless voice and data services, and to maintain and improve our network and the quality of your wireless experience. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users on your account that we may collect and use location information from Devices.

Your Device is also capable of using optional Content at your request or the request of a user on your account, offered by AT&T or third parties that make use of a Device's location information ("Location-Based Services"). Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. For more information on Location-Based Services, please visit att.com/privacy.

Our directory assistance service (411) may use the location of a Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at att.com/privacy for additional details.

2.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

2.1	What Are The Limitations On Service And Liability?	43
2.2	How Can I Use My AT&T Service?	43
2.3	Who Is Responsible For Security?	43
2.4	How Can I Use the Software?	43
2.5	How Can I Use Another Carrier's Network (Off-Net Usage)?	44
2.5.1	Voice	44
2.5.2	Data	44
2.5.3	Messaging	44
2.5.4	Notice	44
2.6	How Do I Get Service Outside AT&T's Wireless Network (Roaming)?	44
2.6.1	International Services	44
2.6.2	International Roaming	44
2.6.3	International Data	45
2.6.4	Data Global Add-Ons and Global Messaging Plans	45
2.6.5	Data Connect Global/ North America Plans	45
2.6.6	International Long Distance	45
2.6.7	International Long Distance Text, Picture & Video Messaging	45
2.6.8	Cruise Ship Roaming	45
2.6.9	International Miscellaneous	45

2.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

2.1 What Are The Limitations On Service And Liability?

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to wireline Internet. AT&T is not responsible for nonproprietary services or their effects on devices.

We may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS.

2.2 How Can I Use My AT&T Service?

All use of AT&T's wireless network and Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting.

2.3 Who Is Responsible For Security?

AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

2.4 How Can I Use the Software?

The pre-installed/embedded software, interfaces, documentation, data, and content provided on any Device purchased and designed for use exclusively on AT&T's system as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by AT&T (hereinafter "Software") is licensed, not sold, to you by AT&T and/or its licensors/suppliers for use only on such Device. Your use of the Software shall comply with its intended purposes as determined by us, all applicable laws, and AT&T's Acceptable Use Policy at att.com/AcceptableUsePolicy. For the avoidance of doubt, Software does not include any AT&T or third-party software sold separately to you by AT&T.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by AT&T and/or its licensors/suppliers.

AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge AT&T's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in your Enterprise Agreement.

2.5 How Can I Use Another Carrier's Network (Off-Net Usage)?

2.5.1 Voice

If your use of minutes (including unlimited Services) on other carrier networks ("off-net voice usage") during any two consecutive months exceed your off-net voice usage allowance, AT&T may, at its option, terminate your Services, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net voice usage. Your off-net voice usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan.

2.5.2 Data

If your use of the Data Services on other carriers' wireless networks ("offnet data usage") during any month exceeds your offnet data usage allowance, AT&T may at its option terminate your access to Data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet data usage. Your offnet data usage allowance is equal to the lesser of 24 megabytes or 20% of the kilobytes included with your plan. You may be required to use a Device programmed with AT&T's preferred roaming database.

2.5.3 Messaging

If you use messaging services (including unlimited Services) on other carrier networks ("off-net messaging usage") during any two consecutive months exceed your off-net messaging usage allowance, AT&T may, at its option, terminate your messaging service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net messaging usage. Your off-net messaging usage allowance is equal to the lesser of 3,000 messages or 50% of the messages included with your plan.

2.5.4 Notice

AT&T will provide notice that it intends to take any of the above actions, and you may terminate the CRU's service.

2.6 How Do I Get Service Outside AT&T's Wireless Network (Roaming)?

Roaming charges for wireless data or voice Services may be charged with some plans when outside AT&T's wireless network. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Display on your device will not indicate whether you will incur roaming charges. Check with roaming carriers individually for support and coverage details.

Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Substantial charges may be incurred if your phone is taken out of the U.S. even if no Services are intentionally used.

2.6.1 International Services

Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. Rates are subject to change. For countries, rates and additional details, see att.com/global.

2.6.2 International Roaming

Compatible Device required. Your plan may include the capability to make and receive calls while roaming internationally. AT&T, in its sole discretion, may block your ability to use your Device while roaming internationally until eligibility criteria are met. International roaming

rates, which vary by country, apply for all calls placed or received while outside the United States, Puerto Rico and U.S.V.I. Please consult att.com/global or call 866-246-4852 for a list of currently available countries and carriers. All countries may not be available for roaming. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Taxes are additional. If you want to block the ability to make and receive calls or use data functions while roaming internationally, you may request that by calling 1-916-843-4685 (at no charge from your wireless phone).

2.6.3 International Data

Many Devices, including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered “on” outside the United States, Puerto Rico and USVI. AT&T may send “alerts” via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. Receipt of Visual Voicemail messages are charged at international data pay-per-use rates unless customer has an international data plan, in which case receipt of Visual Voicemail messages decrement Kilobytes included in such plan.

2.6.4 Data Global Add-Ons and Global Messaging Plans

Require that domestic data or messaging capability be in place. Rates apply only for usage within “roam zone” comprised of select carriers. Within the roam zone, overage rate applies if you exceed the MBs allotted for any Data Global Add-On Plan or the messages allotted for any Global Messaging Package. International roaming pay-per-use rates apply in countries outside the roam zone. See att.com/dataconnectglobal for current roam zone list. If you enroll after the beginning date of your billing cycle, the monthly charge and the data/message allotment included will be correspondingly reduced per day.

2.6.5 Data Connect Global/North America Plans

Do not include capability to place a voice call and require a 1 year agreement. For specific terms regarding international data plans, see Section 4.11.2 below.

2.6.6 International Long Distance

International rates apply for calls made and messages sent from the U.S., Puerto Rico and U.S.V.I. to another country. Calling or messaging to some countries may not be available. Calls to wireless numbers and numbers for special services, such as Premium Rated Services, may cost more than calls to wireline numbers. If a customer calls an overseas wireline number and the call is forwarded to a wireless number, the customer will be charged for a call terminated to a wireless number. International Long Distance calling rates are charged per minute and apply throughout the same footprint in which the customer’s airtime package minutes apply.

2.6.7 International Long Distance Text, Picture & Video Messaging

Additional charges apply for premium messages and content. Messages over 300 KBs are billed an additional 50¢/message. For a complete list of countries, please visit att.com/text2world.

2.6.8 Cruise Ship Roaming

Cruise ship roaming rates apply for calls placed or data used while on the ship.

2.6.9 International Miscellaneous:

Export Restrictions: You are solely responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

3.0 WHAT VOICE SERVICES DOES AT&T OFFER?

3.1 What Are The General Terms That Apply To All AT&T Voice Rate Plans?	47
3.2 Voicemail	47
3.3 Voicemail-To-Text (VMTT)	47
3.4 Unlimited Voice Services	48
3.5 Caller ID	48
3.6 Rollover® Minutes	48
3.7 Mobile To Mobile Minutes	48
3.8 FamilyTalk® Plan	48
3.9 A-List® for Business	49
3.10 AT&T Viva MexicoSM (“Mexico Plan”) & AT&T Nation®/FamilyTalk® With Canada (“Canada Plan”)	49
3.11 AT&T UnitySM And AT&T UnitySM-FamilyTalk® Plans Requirements	49
3.11.1 Eligibility Requirements	49
3.11.2 AT&T UnitySM Minutes	50
3.12 VoiceDial Services	50
3.13 AT&T Messaging Unlimited with Mobile to Any Mobile Number Calling Feature	50

3.0 WHAT VOICE SERVICES DOES AT&T OFFER?

3.1 What Are The General Terms That Apply To All AT&T Voice Rate Plans?

You may obtain usage information by calling customer service or using one of our automated systems. **Pricing/Taxes/No Proration:** Prices do not include taxes, directory assistance, roaming, Universal Service Fees, and other surcharges. Final month's charges are not prorated. **Activation Fees:** Activation Fee may apply for each new line. **Nights and Weekends:** Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

3.2 Voicemail

Unless you subscribe to an Unlimited Voice Plan or are an upstate New York customer subscribing to Enhanced Voicemail, airtime charges apply to calls to your voicemail service, including calls where the caller does not leave a message, because the call has been completed, calls to listen to, send, reply to, or forward messages, or to perform other activities with your voicemail service, including calls forwarded from other phones to your voicemail service. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. For information as to the number of voicemail messages you can store, when voicemail messages will be deleted, and other voicemail features, see att.com/wirelessvoicemail. We reserve the right to change the number of voicemails you can store, the length you can store voicemail messages, when we delete voicemail messages, and other voicemail features without notice. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request. See att.com/global for information about using voicemail internationally.

3.3 Voicemail-To-Text (VMTT)

AT&T is not responsible, nor liable for: 1) errors in the conversion of or its inability to transcribe voicemail messages to text/email; 2) lost or misdirected messages; or, 3) content that is unlawful, harmful, threatening, abusive, obscene, tortious, or otherwise objectionable.

We do not filter, edit or control voice, text, or email messages, or guarantee the security of messages. We can interrupt, restrict or terminate VMTT without notice, if your use of VMTT adversely impacts AT&T's network, for example that could occur from abnormal calling patterns or an unusually large number of repeated calls and messages; or if your use is otherwise abusive, fraudulent, or does not comply with the law.

You are solely responsible for and will comply with all applicable laws as to the content of any text messages or emails you receive from VMTT that you forward or include in a reply to any other person. You authorize AT&T or a third party working on AT&T's behalf to listen to, and transcribe all or part of a voicemail message and to convert such voicemail message into text/email, and to use voicemail messages and transcriptions to enhance, train and improve AT&T's speech recognition and transcription services, software and equipment.

Charges for VMTT include the conversion of the voicemail message and the text message sent to your wireless device. Additional charges, however, may apply to receiving email on your wireless device from VMTT, as well as, replying to or forwarding VMTT messages via SMS (text) or email, depending on your plan.

SMS (text messaging) blocking is incompatible with VMTT. (If you do not have a texting plan on your handset, we add a texting pay per use feature when you add VMTT with text delivery.) If you are traveling outside the U.S. coverage area, you will incur international data charges for emails received from VMTT, as well as, charges for emails you respond to or

forward from VMTT, unless you have an international data plan and the usage falls within the plan's usage limits.

Transcription times cannot be guaranteed. Customers purchasing email delivery are responsible for providing a correct email address and updating the email address when changes to the email account are made.

If you choose SMS (text) delivery, VMTT only converts the first 480 characters of a voicemail message into text and you will receive up to three text messages of a transcribed message. The transcription, therefore, may not include the entire voicemail message with SMS delivery. Adding VMTT will create a new voicemail box and all messages and greetings will be deleted from your current voicemail box.

3.4 Unlimited Voice Services

Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your Service or change your plan to one with no unlimited usage components.

Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals. If AT&T finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, AT&T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the CRU's service.

3.5 Caller ID

Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. Contact customer service for information on blocking the display of your name and number. Caller ID blocking is not available when using Data Services, and your wireless number is transmitted to Internet sites you visit.

3.6 Rollover® Minutes

If applicable to your plan, Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12-bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. If you change to non-AT&T Unity plans with Rollover Minutes (including the formation of a FamilyTalk plan) any accumulated Rollover Minutes in excess of your new non-AT&T Unity plan or the primary non-AT&T Unity FamilyTalk line's included Anytime Minutes will expire.

3.7 Mobile To Mobile Minutes

If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail are not included.

3.8 FamilyTalk® Plan

If applicable to your plan, FamilyTalk may require up to a two-year Service Commitment for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes

applies to all minutes in excess of the Anytime Minutes. FamilyTalk requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains, it shall be converted to the closest single line rate.

3.9 A-List® for Business

A-List for Business is an optional feature available only to CRUs with qualified plans (including, without limitation, Nation Plans \$59.99 a month or higher and select business pooled plans \$89.99 a month or higher, such as BusinessTalk.) Eligible CRUs can place/receive calls to/from up to 10 wireline or wireless telephone numbers without being charged for airtime minutes. All qualifying lines on a group account share the same 10 A-List numbers. Only qualified, standard domestic wireline or wireless numbers may be added to your A-List. A-List for Business is only for domestic calls. Certain wireline numbers that are included in private numbering plans for purposes of fixed-mobile convergence solutions are not eligible for A-List for Business. Directory assistance, 900 numbers, your wireless or voicemail access numbers, numbers for call routing services and call forwarding services from multiple phones, and machine-to-machine numbers are not eligible. Depending on your PBX system, AT&T may not be able to determine if your selected PBX A-List number is calling/receiving calls from your wireless account and airtime charges may apply. Forwarded calls will be billed based on the originating number, not the call forwarding number, and airtime charges may apply. Only voice calling is eligible. A-List number selections may only be managed online via Premier Online Care. Selected telephone numbers do not become active until 24 hours after being added. AT&T reserves the right to block any A-List number and to reduce the amount of telephone numbers that can be used for A-List without notice.

3.10 AT&T Viva MexicoSM ("Mexico Plan") & AT&T Nation®/FamilyTalk® With Canada ("Canada Plan")

Certain eligibility requirements apply. Anytime Minutes and Night and Weekend Minutes between Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, or Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan, will be treated for billing purposes as calls to and from your U.S. wireless coverage area.

Calls made from or received in Mexico and Canada cannot exceed your monthly off-net usage allowance (the lesser of 750 min./mo. or 40% of your Anytime Minutes/mo.) in any two consecutive months. Calls made from or received in Mexico and Canada will not qualify as Mobile to Mobile Minutes. Special rates apply for data usage in Mexico and Canada. International long distance text, instant, picture and video messaging rates apply to messaging from the U.S. to Mexico and Canada and international roaming rates apply when such messages are sent from Mexico and Canada.

International Roaming charges apply when using voice and data Services outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area, if you subscribe to the Canada Plan. International long distance charges apply when calling to areas outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan.

Anytime Minutes are primarily for live dialog between two people. You may not use your Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale.

3.11 AT&T UnitySM And AT&T UnitySM-FamilyTalk® Plans Requirements

3.11.1 Eligibility Requirements: AT&T local and wireless combined bill required. For residential customers, qualifying AT&T local plan from AT&T required. For business customers, qualifying AT&T local service plan required. Specific AT&T Services that qualify vary by location; see att.com or call 1-800-288-2020. Certain business accounts are not

eligible for Unity plans. Discounts on any other combined-bill wireless plans will be lost if an AT&T Unity plan is added to your combined bill. If an existing wireless plan is upgraded to an AT&T Unity plan, all discounts and promotions will be lost when subscribing to that plan.

3.11.2 AT&T UnitySM Minutes: AT&T Unity Calling Minutes may be used when directly dialing or receiving calls from any other eligible AT&T wireline or wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included. AT&T Unity Minutes are not included when checking usage for the current billing period.

3.12 VoiceDial Services

Regular airtime charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with VoiceDial Services. Caller ID cannot be blocked. Caller ID will be delivered on calls, even if you have permanently blocked your name and number. For complete terms and conditions, see att.com/voicedial.

3.13 AT&T Messaging Unlimited with Mobile to Any Mobile Calling Feature

Available only with select Nation, FamilyTalk, and BusinessTalk plans and can be discontinued at anytime. Messaging Unlimited Plan required. Mobile to Any Mobile minutes only apply when you directly dial another U.S. mobile number or directly receive a call from another U.S. mobile phone number from within your calling area in the U.S., Puerto Rico, or U.S.V.I. Mobile to Any Mobile is not available with the AT&T Viva Mexico or AT&T Nation/FamilyTalk with Canada plans. Calls made through Voice Connect, calls to directory assistance, and calls to voicemail and return calls from voicemail are not included. Only numbers included in the wireless number database that AT&T uses will be treated as a call to a mobile number or a call received from a mobile number. So for example, Type 1 numbers belonging to other carriers and not included in the industry wireless LNP database, and numbers for which ports to wireless service have not yet completed, will not be treated as a call to a mobile number or a call received from a mobile number. Also calls made to and calls received from mobile toll-free numbers, mobile chat lines, mobile directory assistance, calling applications, numbers for call routing and call forwarding services, and machine to machine numbers are not included.

4.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?

4.1 What Are The General Terms That Apply To All Data And Messaging Plans?	51
4.2 What Are The Intended Purposes Of The Wireless Data Service?	51
4.3 What Are The Voice And Data Plan Requirements?	52
4.4 How Does AT&T Calculate My Data Usage/Billing?	52
4.5 Text, Instant Messaging And Picture/Video Messaging	53
4.6 AT&T My Media CLUB	53
4.7 Mobile Email	54
4.8 Mobile Video	54
4.9 AT&T Wi-Fi Services	54
4.10 DataConnect Plans	54
4.10.1 What Are the General Terms that Apply to All DataConnect Plans?	54
4.10.2 Data Global Add-On/DataConnect Global Plans/DataConnect North America Plans	54
4.10.3 Pooled DataConnect Plans	55
4.11 AT&T DataPlusSM/AT&T DataProSM Plans	55
4.11.1 AT&T DataPlus/AT&T DataPro Plans With Tethering	55
4.11.2 BlackBerry® Personal	56
4.11.3 BlackBerry® Connect; BlackBerry® Enterprise; BlackBerry® International	56
4.12 GOOD Plan	56
4.13 Microsoft® Direct Push	56
4.14 AT&T Address Book	56
4.15 AT&T Messages	56

4.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?

4.1 What Are the General Terms That Apply to All Data and Messaging Plans?

AT&T provides wireless data and messaging Services, including but not limited to, features that may be used with Data Services and wireless content and applications ("Data Services"). The absolute capacity of the wireless data network is limited; consequently Data Services may only be used for prescribed purposes. Pricing and data allowances for Data Services are device dependent and based on the transmit and receive capacity of each device.

On Data Services with a monthly megabyte (MB) or gigabyte (GB) data allowance, once you exceed your monthly data allowance you will be automatically charged for overage as specified in the applicable rate plan. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods.

AT&T data plans are designed for use with only one of the following distinct device types: (1) Smartphones, (2) basic and Quick Messaging phones, (3) tablets, and (4) LaptopConnect cards, and (5) stand-alone Mobile Hotspot devices. A data plan designated for one type of device may not be used with another type of device. For example, a data plan designated for use with a basic phone or a Smartphone may not be used with a LaptopConnect card, tablet, or stand-alone Mobile Hotspot device, by tethering devices together, by SIM card transfer, or any other means. A data tethering plan, however, may be purchased for an additional fee to enable tethering on a compatible device. An Activation Fee may apply for each data line.

Consumer data plans do not allow access to corporate email, company intranet sites, and other business applications. Access to corporate email, company intranet sites, and/or other business applications requires an applicable Enterprise Data plan. Enterprise Email requires an eligible data plan and Device. Terms may vary depending on selected Enterprise Email solution.

AT&T RESERVES THE RIGHT TO TERMINATE YOUR DATA SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR ENTERPRISE AGREEMENT.

4.2 What Are The Intended Purposes Of The Wireless Data Service?

Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **While most common uses for internet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, wirelines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep**

alive” functions, unless they adhere to AT&T’s data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/smartphone to computer accessories, BLUETOOTH® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T’s wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T’s terms, conditions, or policies.

4.3 What Are The Voice And Data Plan Requirements?

A voice plan is required on all voice-capable Devices, unless specifically noted otherwise in the terms governing your plan.

An eligible tiered pricing data plan is required for certain Devices, including iPhones and other designated Smartphones. Eligible voice and tiered pricing data plans cover voice and data usage in the U.S. and do not cover International voice and data usage and charges. If it is determined that you are using a voice-capable Device without a voice plan, or that you are using an iPhone or designated Smartphone without an eligible voice and tiered data plan, AT&T reserves the right to switch you to the required plan or plans and bill you the appropriate monthly fees. In the case of the tiered data plan, you will be placed on the data plan which provides you with the greatest monthly data usage allowance. If you determine that you do not require that much data usage in a month, you may request a lower data tier at a lower monthly recurring fee.

4.4 How Does AT&T Calculate My Data Usage/Billing?

Data sent and received includes, but is not limited to downloads, email, application usage, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to access and use on AT&T’s wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. Mobile Broadband and 4G access requires a compatible device.

Data Service charges paid in advance for monthly or annual Data Services are nonrefundable. Some Data Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. Prices do not include taxes, directory assistance, roaming, universal services fees or other surcharges.

In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems.

4.5 Text, Instant Messaging And Picture/Video Messaging

If you do not enroll in a monthly recurring plan for messaging, data, or Video Share, you may have access to messaging, data, and video share services and be charged on a pay-per-use basis if you use those services.

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S.

Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 3 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification.

You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail.

AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received.

Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt AT&T's network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of AT&T's Services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. AT&T reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the account(s), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

4.6 AT&T My Media CLUB

Your enrollment gives you the option to receive text messages each week on music trivia, news and more. Every 30 days your subscription will be automatically renewed and new credits added to your account which can be used to buy ringtones and graphics through the MEdia Mall. Music, Voice, Sound Effect Tones, polyphonic ringtones & graphics are 1 credit. Unused credits expire at the end of each 30 day period. The 30 day period is not

necessarily equivalent to a calendar month end or the billing cycle. You may terminate your subscription at any time by texting the word “STOP” to 7225. Any remaining credits will be available for the remainder of your subscription billing cycle. Savings claim based on price of Music Tones. Ringtone and graphics provided by independent providers.

4.7 Mobile Email

Requires e-mail account with compatible internet service provider and a downloaded or preloaded e-mail application for the wireless device. Access and use of Mobile Email is billed by total volume of data sent and received (in kilobytes) in accordance with your data plan. E-mail attachments can not be sent, downloaded, read, or forwarded on the mobile device. Only a paper clip icon appears indicating an attachment. You must view attachments from your PC. Upgrades to the application may be required in order to continue to use the Service. Wireless data usage charges will apply for downloading the application and any upgrades.

4.8 Mobile Video

Compatible Phone and eligible data plan required. Service is not available outside AT&T's Mobile Broadband and 4G coverage area. Premium content is charged at stated monthly subscription rates or at stated pay per view rates. Content rotates and is subject to withdrawal. Mobile Video is for individual use, not for resale, commercial purposes or public broadcast. Content can only be displayed on the device screen. No content may be captured, downloaded, forwarded, duplicated, stored, or transmitted. The content owner reserves and owns all content rights. All trademarks, service marks, logos, and copyrights not owned by AT&T are the property of their owners. Some Mobile Video content is intended for mature audiences and may be inappropriate for younger viewers. Parental guidance suggested. Use Parental Controls to restrict access to mature content. Content may be provided by independent providers, and AT&T is not responsible for their content. Providers may collect certain information from your use for tracking and managing content usage.

4.9 AT&T Wi-Fi Services

AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services & Acceptable Use Policy (“Terms”) found at att.com/attwifitosaup. Your use represents your agreement to those Terms, incorporated herein by reference.

AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply.

4.10 DataConnect Plans

4.10.1 What Are the General Terms that Apply to All DataConnect Plans?

A voice plan is not required with DataConnect plans.

We may, at our discretion, suspend your account if we believe your data usage is excessive, unusual or is better suited to another rate plan. If you are on a data plan that does not include a monthly MB/GB allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; provided that, prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Data Service.

4.10.2 Data Global Add-On/DataConnect Global Plans/DataConnect North America Plans

Available countries, coverage and participating international carriers included in the “Select International Roam Zone” and “Select Canada/Mexico Roam Zone” vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). Select Canada/Mexico Roam Zone is restricted to select wireless carrier(s) and coverage areas within Canada and Mexico. See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Data Service through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones.

With the DataConnect North America Plan, you will be restricted from accessing Data Service through any non-participating Canada/Mexico wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones.

DATA GLOBAL ADD-ON- May only be used with eligible Devices. Domestic data usage not included. Qualified domestic wireless data plan required. If combined with a wireless voice plan that includes international voice roaming, your international wireless voice roaming in countries included in the Global Data Add-On's Select International Roam Zone will be limited to the participating Canada/international wireless carriers and you will be restricted from voice roaming through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international voice roam zones.

DATACONNECT GLOBAL/NORTH AMERICA PLANS - Requires minimum one-year Service Commitment and you must remain on the plan, for a minimum one-year term. Voice access is restricted and prohibited.

4.10.3 Pooled DataConnect Plans

Pooled Data Connect Plans ("Pooled Plans") are available only to customers with a qualified AT&T business agreement for wireless services and their respective CRUs. Consolidated billing is required. WIN Advantage® may also be required. Within a single Foundation Account (FAN), Customer's CRUs on an eligible Pooled Plan aggregate or "pool" their included wireless data usage ("Included Usage"), creating a "Pool".

To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her Included Usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceed the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges.

For example, if a Pool has 900 Under Usage kilobytes and 1000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. Credits will only appear on WIN Advantage®. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time.

AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Pooled Data Connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on Pooled Plans; however these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a Pool.

4.11 AT&T DataPlusSM/AT&T DataProSM Plans

4.11.1 AT&T Data Plans With Tethering

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other

devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

4.11.2 BlackBerry® Personal

Supports personal email access to up to 10 Internet email accounts. Users storing more than 1,000 emails or email older than 30 days, may have some emails automatically deleted. May not be used to access corporate email such as BlackBerry Enterprise Server.

4.11.3 BlackBerry® Connect; BlackBerry® Enterprise; BlackBerry® International

Supports BlackBerry Enterprise Server for corporate access (valid Client Access License required), and personal email access to up to 10 Internet email accounts as per BlackBerry Personal. BlackBerry International requires a minimum one-year agreement.

4.12 GOOD Plan

Requires compatible Good Server and, as to each end user, a compatible Good Client Access License (CAL) for use with a qualifying AT&T data plan. Solution includes software, products and related services provided by Good Technology, Inc. ("Good"), which are subject to applicable Good terms and conditions. Good is solely responsible for all statements regarding, and technical support for, its software, products and services.

4.13 Microsoft® Direct Push

Requires compatible Microsoft® Exchange Server and, as to each end user, a compatible device, a Direct Push enabled email account, and a qualifying AT&T Data Plan. Plans include end user customer support from AT&T for compatible devices. AT&T does not sell, supply, install or otherwise support Microsoft® software, products or services (including without limitation, Exchange and Direct Push).

4.14 AT&T Address Book

AT&T Address Book is an application that allows users with compatible wireless devices to synchronize contacts between their wireless device and an online address book. Address Book cannot be used for the sending of spam emails, spam messaging, or violation of do not call or automatic dialing laws and regulations, or misrepresentation of a subscriber's identity. AT&T may establish practices and limits concerning Address Book, including, without limitation, the number of messages that can be sent, limiting the number of message recipients, limiting international text and MMS messaging, the Contact Information and Content that may be archived, the maximum size of available server space for a user's Contact Information and/or Content, the maximum number of days that Contact Information or Content may be stored, and the maximum number of times and the maximum duration for which a user may access Address Book. "Contact Information" is the personal contact information you include in Address Book. "Content" is information generated or encountered through use of Address Book, such as photographs, images, sounds, videos, messages and other like materials. For complete terms, see: AT&T Address Book at att.com/wirelesslegal.

4.15 AT&T Messages

AT&T Messages is an application that provides users a single repository, or "inbox", for text and picture/video messages, visual voicemail messages, voice text messages (audio messages that can be sent and received like text messages) and call logs. Messages and call logs are stored in AT&T Messages on the web. Users must download the AT&T Messages application to their compatible mobile device to use AT&T Messages. They may also access their messages and call logs from compatible tablets or personal computers, or through a Web user interface. Messaging charges apply and data charges may apply. Prior to using AT&T Messages, users should listen to and write down all voicemail messages, as users will be provisioned with a new voicemail box and all existing voicemail greetings and voicemail messages will be deleted. 4G and 4G LTE Device users will be charged data for messages that are synchronized between the application on the 4G or 4G LTE Device and AT&T Messages on the web over the wireless network, and for the delivery of voicemail messages and voice text messages to the 4G or 4G LTE Device. For the complete terms, see: att.com/messageterms.

**5.0 ARE THERE ADDITIONAL TERMS AND CONDITIONS THAT APPLY
TO OTHER PLANS, FEATURES, PROMOTIONS, APPLICATIONS
AND OFFERS AVAILABLE TO ENTERPRISE CUSTOMERS?**

**5.0 ARE THERE ADDITIONAL TERMS AND CONDITIONS
THAT APPLY TO OTHER PLANS, FEATURES,
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57

5.0 ARE THERE ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO OTHER PLANS, FEATURES, PROMOTIONS, APPLICATIONS AND OFFERS AVAILABLE TO ENTERPRISE CUSTOMERS?

Terms and conditions for certain features and applications are provided on the Device at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times. In addition, terms and conditions for certain other enterprise-only Plans, features, promotions, Supplemental Services and offers are contained in the Sales Information for such Plans, features, promotions, Supplemental Services and offers and are available to you at the time of purchase.

6.0 WHAT IS AT&T ROADSIDE ASSISTANCE & OPTIONAL AT&T MOBILE INSURANCE?

6.1 AT&T Roadside Assistance	59
6.2 Optional AT&T Mobile Insurance	59

6.0 WHAT IS AT&T ROADSIDE ASSISTANCE & OPTIONAL AT&T MOBILE INSURANCE?

6.1 AT&T Roadside Assistance

AT&T Roadside Assistance ("RA") is an optional feature that costs \$2.99/month per enrolled phone and is automatically billed to the wireless account. Customers may cancel at any time. New RA customers get the first 30 days for free. To cancel RA without incurring charges, contact AT&T by dialing 611 from your wireless phone within the first 30 days. RA covers up to four events per year with a maximum benefit of \$50/event. Towing services are for mechanical problems only. RA service is provided by Asurion Roadside Assistance Services, LLC, a licensed motor club. Refer to the RA Welcome Kit for complete terms and conditions [wireless.att.com/learn/en_US/pdf/roadside assistance.pdf](https://wireless.att.com/learn/en_US/pdf/roadside%20assistance.pdf).

6.2 Optional AT&T Mobile Insurance

Mobile Insurance covers lost, stolen, damaged and out of warranty malfunctions. Enrollment must occur within 30 days of an activation or upgrade. Key terms include: 1. A monthly premium of \$6.99/month per mobile number enrolled. 2. Each approved replacement is subject to a \$50 (Tier 1), \$125 (Tier 2), or a \$199 (Tier 3) non-refundable deductible, depending on device. 3. Claims are limited to 2 within any consecutive 12 months with a maximum device value of \$1500 per occurrence. 4. Replacement devices may be new or remanufactured and/or a different model. 5. You can cancel your coverage at any time and receive a pro-rated refund of your unearned premium. To view enrollment eligibility, complete terms and the applicable deductibles, visit www.att.com/mobileinsurance. AT&T Mobile Insurance is underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion Protection Services, LLC (In California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #OD63161. In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), CNA's licensed agent for the customers of AT&T. Eligibility varies by device. Terms and conditions are subject to change.

7.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?

7.1 Intellectual Property	61
7.2 Trial Services	61

7.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?

7.1 Intellectual Property

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7.2 Trial Services

Trial Services are subject to the terms and conditions of the Enterprise Agreement and the corresponding trial agreement between you and AT&T, if any; may have limited availability; and may be withdrawn at any time.

